

SERFF Tracking Number: ELAS-125847392 State: Arkansas  
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 40480  
 Company Tracking Number: 2008SDCA-EV  
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
 Variable and Variable  
 Product Name: Equivest Series 201 for TSA  
 Project Name/Number: Equivest Series 201 for TSA/2008SDCA-EV

## Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Equivest Series 201 for TSA SERFF Tr Num: ELAS-125847392 State: ArkansasLH

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed State Tr Num: 40480

Variable and Variable

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: 2008SDCA-EV

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Frank E Fernandez

Disposition Date: 10/15/2008

Date Submitted: 10/07/2008

Disposition Status: Approved

Implementation Date Requested: 10/30/2008

Implementation Date:

State Filing Description:

## General Information

Project Name: Equivest Series 201 for TSA

Project Number: 2008SDCA-EV

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Due to a recent change in law, the state of New York no longer requires filing of this type

of form for use outside of New York. Instead,

New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 10/15/2008

State Status Changed: 10/15/2008

Corresponding Filing Tracking Number:

Deemer Date:

Filing Description:

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We are filing for your approval the enclosed flexible premium combination fixed and variable deferred annuity forms: Data Pages, Rider, Endorsements [and Applications]. These forms are new and will not replace any existing forms. This product will be sold by our career Agents to individual clients who are employees and are a part of an Employer's TSA Plan. The individual employee will be the owner of the Contract. Please see the attached filing letter for additional details.

## Company and Contact

### Filing Contact Information

Gregory Prato, Assistant Vice President gprato@mony.com  
 1290 Avenue of the Americas, 14th Floor (212) 314-5710 [Phone]  
 New York, NY 10104 (212) 314-4561[FAX]

### Filing Company Information

AXA Equitable Life Insurance Company CoCode: 62944 State of Domicile: New York  
 1290 Avenue of the Americas, 14-10 Group Code: 968 Company Type: LIFE Insurance  
 New York,, NY 10104 Group Name: State ID Number:  
 (212) 314-2921 ext. [Phone] FEIN Number: 13-5570651  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$120.00  
 Retaliatory? No  
 Fee Explanation: AR Fee: \$20.00 per form \* 6 forms = \$120.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$120.00	10/07/2008	23000362

<i>SERFF Tracking Number:</i>	<i>ELAS-125847392</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40480</i>
<i>Company Tracking Number:</i>	<i>2008SDCA-EV</i>		
<i>TOI:</i>	<i>A02.II Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.II.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Equivest Series 201 for TSA</i>		
<i>Project Name/Number:</i>	<i>Equivest Series 201 for TSA/2008SDCA-EV</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Linda Bird	10/15/2008	10/15/2008

### Amendments

<b>Item</b>	<b>Schedule</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Guaranteed Withdrawal Benefit For Life ("GWBL") Rider	Form	Frank E Fernandez	10/08/2008	10/08/2008

*SERFF Tracking Number:* ELAS-125847392      *State:* Arkansas  
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## **Disposition**

Disposition Date: 10/15/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Variable Text Memorandum		Yes
Supporting Document	Filing Letter		Yes
Form	Data		Yes
Form	Endorsement Applicable To TSA Certificates		Yes
Form	Endorsement Applicable To Guaranteed Interest Special Dollar Cost Averaging		Yes
Form (revised)	Guaranteed Withdrawal Benefit For Life ("GWBL") Rider		Yes
Form	Guaranteed Withdrawal Benefit For Life ("GWBL") Rider	Replaced	Yes
Form	403b TSA Application with GWBL		Yes
Form	403b TSA Application		Yes

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**Amendment Letter**

Amendment Date:  
 Submitted Date: 10/08/2008

**Comments:**

Subsequent to our variable annuity submission, we discovered an error in Rider 2008GWBL-EV which has been corrected in the enclosed form. On page 11 of the form in the Section entitled "GWBL Data Pages" there is a subsection entitled "Allocation Limits". In the third paragraph of that section, the first sentence is being revised to show the following text: "Once withdrawals begin under this Rider, you may not allocate amounts into the GWBL Variable Investment Options." The word "allocate" replaces the word "transfer" in the sentence, as the term "allocate" contemplates contributions which are not permitted to be made to the GWBL Variable Investment Options once withdrawals begin under the Rider.

The Memorandum of Variable Material for the Rider remains unchanged.

We apologize for any inconvenience this may cause you.

Sincerely,

Paul A. Bernitt.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
2008GWBL-EV	Policy/Contr act/Fraternal Certificate: Amendment, Life Insert Page,	Guaranteed Withdrawal Benefit For ("GWBL") Rider	Initial				0	Rider 2008GWBL-EV_6.pdf

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**Endorsemen  
t or Rider**

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## Form Schedule

Lead Form Number: 2008SDCA-EV

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	2008DPTS A201	Data/Declar ation Pages	Data	Initial		0	Data Pages Generic Individual 2008DPTS A201.pdf
	2008TSA-I	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Policy/Cont ract/Fratern al Certificates	Initial		0	ENDORSEM ENT 2008TSA-I TSA SERIES 201 REVISED INDIVIDUAL. pdf
	2008SDCA -EV	Policy/Cont ract/Fratern al Certificate: Special Dollar Cost Amendmen t, Insert Page, Endorseme nt or Rider	Policy/Cont ract/Fratern al Guaranteed Interest Certificate: Special Dollar Cost Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	Endorsement 2008SDCA- GIA.pdf
	2008GWBL -EV	Policy/Cont ract/Fratern al Certificate: Rider Amendmen t, Insert Page, Endorseme	Policy/Cont ract/Fratern al Withdrawal Benefit For Life ("GWBL") Rider	Initial		0	Rider 2008GWBL- EV_6.pdf





**DATA**

**PART A -- This part lists your personal data.**

**Owner:** [JOHN DOE] Age: [60] Sex: [Male]

**Annuitant:** [JOHN DOE] Age: [60] Sex: [Male]

**Beneficiary:** [JANE DOE]

**Contract Number:** [00000]

**Endorsements Attached:**

*[Market Segment Endorsements]*

[Endorsement Applicable to TSA Contracts]

*[Investment Options Endorsements]*

[Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging]

**[Rider Attached]**

[Guaranteed Withdrawal Benefit for Life Rider]

**Issue Date:** [January 1, 2008]

**Contract Date:** [January 1, 2008]

**Maturity Date :** [January 1, 2043]

The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95<sup>th</sup>] birthday. (see Section 7.02). The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02.

**PART B -- This part describes certain provisions of your Contract.**

*[Applicable if the Special Dollar Cost Averaging program is available]*

[Special Dollar Cost Averaging Rate [4.00%] through [December 31, 2008]]

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2008;
Annual Guaranteed Interest Rate	3.00% through December 31, 2008]
Lifetime Minimum Guaranteed Interest Rate	[2.75%]

**Contribution Limits:** Initial Contribution minimum: [\$20.00]

Subsequent Contribution minimum: [\$20.00]. On-going payroll subsequent Contributions can be made until April 1 of the calendar year after the later of the calendar year in which the Annuitant turns age 70 ½ or retires, if permitted by the Plan under which the Contract is maintained. Any Contribution made after the requested required beginning date for Required Minimum Distributions must be net of the required minimum distribution for the year in which the Contribution is made.

We may refuse to accept any Contribution if the sum of all Contributions under all “EQUI-VEST Series” Contract/Certificate with the same Annuitant or Owner would then total more than [\$1,500,000].

We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts/Certificates of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

**Investment Options available. Your initial allocation is shown.**

<b>• <u>Variable Investment Options</u></b>	<b><u>Allocation Percentage</u></b>
[AXA Aggressive Allocation	[25%]
AXA Conservative Allocation	
AXA Conservative-Plus Allocation	
AXA Moderate Allocation	
AXA Moderate-Plus Allocation	
EQ/AllianceBernstein Common Stock	
EQ/AllianceBernstein Quality Bond	
EQ/Boston Advisors Equity Income	
EQ/Calvert Socially Responsible	
EQ/Davis New York Venture	
EQ/Equity 500 Index	[25%]
EQ/Evergreen International Bond	
EQ/Franklin Templeton Founding Strategy	
EQ/Franklin Income	
EQ/GAMCO Small Company Value	
EQ/International Core PLUS	
EQ/Large Cap Core PLUS	
EQ/Large Cap Growth PLUS	
EQ/Long Term Bond	
EQ/Marsico Focus	
EQ/Mid Cap Value PLUS	
EQ/Money Market	
EQ/Mutual Shares	
EQ/PIMCO Real Return	[25%]
EQ/Small Company Index	
EQ/T. Rowe Price Growth Stock	

EQ/Templeton Growth	
EQ/Van Kampen Emerging Markets Equity	
EQ/Van Kampen Mid Cap Growth	
Multimanager Core Bond	
Multimanager Health Care	
Multimanager High Yield	
Multimanager Large Cap Value	[25%]
Multimanager Technology	
Target 2015 Allocation	
Target 2025 Allocation	
Target 2035 Allocation	
Target 2045 Allocation	

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [A].

- **Guaranteed Interest Option**

[No more than [50%] of each Contribution may be allocated to the Guaranteed Interest Option]. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.]

- [Account for Special Dollar Cost Averaging] [ \$0.00]

**Fixed Maturity Options are not available under this Contract.**

*[If the Guaranteed Withdrawal Benefit for Life is elected, only the Investment Options shown below for that benefit will be available]*

**Guaranteed Withdrawal Benefit for Life(GWBL) Variable Investment Options:**

- [AXA Aggressive Allocation
- AXA Conservative Allocation
- AXA Conservative-Plus Allocation
- AXA Moderate Allocation
- AXA Moderate-Plus Allocation
- EQ/Franklin Templeton Founding Strategy
- Account for Special Dollar Cost Averaging]

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**Total:** [100%]

**Transfer Rules (see Section 4.02):**

[Transfer requests must be in writing and delivered by U.S mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.]

We reserve the right to:

- a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple contract/certificate owners unless pursuant to a trading authorization agreement that we have accepted.
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year

[Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [50%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.]

**Minimum Transfer Amount (see Section 4.02)**

The minimum transfer amount is [\$300] or if less the Annuity Account Value.

**Minimum Withdrawal Amount (see Section 5.01):**

The amount of the withdrawal plus any Withdrawal Charge that may apply will be withdrawn on a pro-rata basis from the amounts held for you in the Variable Investment Options and the Guaranteed Interest Option unless you provide withdrawal instructions indicating from which Investment Options the Withdrawal and any Withdrawal Charge will be taken. The minimum withdrawal amount is [\$300].

If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Account for Special Dollar Cost Averaging when elected. If any required additional amount is withdrawn from the Account for Special Dollar Cost Averaging it will end the Special Dollar Cost Averaging Program.

Different rules may apply for any Optional Benefits described in any Endorsement or Rider to the Contract.

**Minimum Amount of Annuity Account Value (see Section 5.01)**

If a withdrawal is made that would result in a Cash Value of less than [\$500], we will advise you and we have the right to pay you such value. In that case, this Contract will terminate.

This Contract (including Endorsements and Riders) will also terminate if there is no Annuity Account Value.

**Normal Form of Annuity (see Section 7.04):**

Life Annuity 10 Year Period Certain on a unisex basis which cannot extend beyond the owner's life expectancy.

*[For annuity commencement date ages 80 and greater the "period certain" is as follows]*

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

**Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex (see Section 7.06):**

[6%] per year

**Minimum Amount to be Applied to an Annuity (see Section 7.06):**

[\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

**Withdrawal Charges (see Section 8.01):**

[5%] of the amount withdrawn attributable to Contributions made during the current and five prior Contract Years.

**Free Withdrawal Amount (see Section 8.01):**

[10%] of the Annuity Account Value as of the date of the withdrawal, minus any prior withdrawals taken during that Contract Year. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge. Any withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions and will be withdrawn on a first-in, first-out basis.

Although Required Minimum Distribution automatic withdrawals are not subject to withdrawal charges, they are taken into account for determining whether subsequent withdrawals exceed the Free Withdrawal Amount.

The Free Withdrawal Amount is taken into account when calculating the amount of withdrawal upon a contract surrender.

**Withdrawal Charge Waivers (see Section 8.01):**

***No Withdrawal Charge will apply in these events:***

1. [the Annuitant dies and the Death Benefit is payable;
2. the Annuitant attains the age of 59 1/2 and has completed five Contract Years;
3. the Annuitant has completed five Contract Years, is at least age 55, and has separated from service;
4. the Annuitant requests a refund of an excess contribution within one month;
5. a withdrawal is made through our required minimum distribution automatic withdrawal option to satisfy minimum distribution requirements;
6. a withdrawal qualifies as a hardship withdrawal;
7. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or
8. the Annuitant has qualified to receive Social Security disability benefits as certified by the Social Security Administration; or
9. we receive proof satisfactory to us that the Annuitant's life expectancy is six months or less (such proof must include, but is not limited to, certification by a licensed physician); or
10. the Annuitant has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
  - its main function is to provide skilled, intermediate or custodial nursing care;
  - it provides continuous room and board to three or more persons;
  - it is supervised by a registered nurse or practical nurse;
  - it keeps daily medical records of each patient;
  - it controls and records all medications dispensed; and
  - its primary service is other than to provide housing for residents.
11. after five Contract Years, the Annuitant is at least age 55 and the amount withdrawn is used to purchase a period certain annuity that extends beyond the Annuitant's age of 59 1/2;
12. after three Contract Years and the amount withdrawn is used to purchase a period certain for at least 10 years;
13. the amount withdrawn is applied to the election of a period certain annuity for at least 15 years.

The Withdrawal Charge will apply with respect to a Contribution if the condition as described in items 8, 9 and 10 above existed at the time the Contribution was remitted or if the condition began within the 12-month period following remittance.]

**Charges Deducted from Annuity Account Value**

**Annual Administrative Charge (see Section 8.02):**

[\$30]. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] Additionally, we will waive the Annual Administrative Charge when the Annuity Account Value of any other EQUI-VEST contracts owned by the same person combined exceeds [\$100,000]. The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

The above charge will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro rata basis on the last business day of each Contract Year. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.

**Transfer Charges (see Section 8.03):**

Currently, the number of free transfers is unlimited, subject to the terms of Sections 4.01 and 8.03. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$35 for each transaction.]

**Daily Separate Account Charge (see Section 8.05):**

[1.10%] This daily asset charge is for financial accounting and for death benefits, mortality risk, expenses, and expense risk that we assume.

**Third Party Transfer Charges (see Section 8.09):**

We will deduct a [\$25] charge per occurrence for a direct transfer to a third party of amounts under your Contract or an exchange for another contract of another carrier on a pro-rata basis from the Variable Investment Options and the Guaranteed Interest Option.

## **AXA EQUITABLE LIFE INSURANCE COMPANY**

### **ENDORSEMENT APPLICABLE TO TSA CONTRACTS**

In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company (“AXA Equitable”) and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is an annuity contract which meets the requirements of Section 403(b) of the Code (a “TSA Contract”). This TSA Contract is established for the exclusive benefit of you and your beneficiaries. Also, your rights under this TSA Contract are not forfeitable. The provisions of this Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

#### **PART I - DEFINITIONS**

*The following language replaces the existing Section:*

##### **SECTION 1.01 ANNUITANT**

“Annuitant” means the individual shown in the Data Pages.

You must be both the Annuitant and the Owner. The Annuitant cannot be changed during your life.

*The following language is added at the end of the existing Section:*

##### **SECTION 1.02 ANNUITY ACCOUNT VALUE**

If a loan is outstanding, Annuity Account Value means the sum of the amounts in the Investment Options, plus any amount in the Loan Reserve Account.

*The following language replaces the existing language in the Section:*

##### **SECTION 1.05 CASH VALUE**

“Cash Value” means an amount equal to the Annuity Account Value less (i) any charges that apply as described in Part VIII and shown on the Data pages and (ii) the amount of the entire unpaid balance of any loan, including interest due but not paid.

*The following language is added at the end of the existing Section:*

### **SECTION 1.07 CONTRACT**

This Contract is a “TSA Contract” intended to qualify as an annuity contract that meets the requirements of Section 403(b) of the Code, and is intended to be purchased in connection with an employer’s plan under Section 403(b) of the Code.

*The following language replaces the existing language in the Section:*

### **SECTION 1.11 CONTRIBUTION**

“Contribution” means a payment made to us for you with respect to a Contract purchased for you under the Plan.

*The following new Section is added:*

### **SECTION 1.11A ELECTIVE DEFERRAL CONTRIBUTIONS**

“Elective Deferral Contributions” mean “Salary Reduction” Contributions under Section 402(g) of the Code, and also include “Roth Elective Deferral Contributions” or “Roth Salary Reduction Contributions” which are designated Roth Contributions under Section 402(g) and 402A of the Code, any of which may be made under the Plan and forwarded to us by the Employer or the Employer’s Designee.

*The following language replaces the existing language in the Section:*

### **SECTION 1.12 EMPLOYER**

“Employer” means the entity which sponsors a 403(b) plan and that makes Contributions on your behalf to purchase this Contract. An Employer must be either: (i) an organization described in Section 501(c)(3) of the Code which is exempt from Federal income tax under Section 501(a) of the Code; or (ii) a State, political subdivision of a State, or an agency or instrumentality of any one or more of the foregoing, in connection with services performed by an employee for an educational organization described in Section 170(b)(1)(A)(ii) of the Code.

*The following new Section is added:*

### **SECTION 1.12A EMPLOYER’S DESIGNEE**

“Employer’s Designee” includes any person(s) authorized and designated by the Employer to act on behalf of the Employer in the specified functions under the Plan, as communicated to us in documentation acceptable to us.

*The following new Section is added:*

**SECTION 1.12B 403(b) CONTRACT**

“403(b) Contract” means a nontransferable annuity contract as defined in Section 403(b)(1) of the Code, established for each plan participant by the employer sponsoring a 403(b) plan, or by each participant individually, which is issued by an insurance company qualified to issue annuity contracts in this State, and that includes payment in the form of an annuity, and which is intended to be purchased in connection with an employer’s plan under Section 403(b) of the Code.

*The following new Section is added:*

**SECTION 1.12C 403(b) PLAN FUNDING VEHICLE**

“403(b) Plan Funding Vehicle” means any of the following: (i) 403(b) Contract, (ii) a custodial account under Section 403(b)(7) of the Code, or (iii) any other investment permitted under the Code as a funding vehicle for a 403(b) plan.

*The following language replaces the existing language in the Section:*

**SECTION 1.14 INVESTMENT OPTION**

“Investment Option” means the Guaranteed Interest Option, a Separate Account or a Variable Investment Option of a Separate Account.

**SECTION 1.16 NON-NATURAL OWNER** *For purposes of this Endorsement this definition does not apply and is removed in its entirety.*

*The following language replaces the existing language in the Section:*

**SECTION 1.17 OWNER**

“Owner” means the individual shown on the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. Non-natural owners are not permitted. The Owner of this Contract cannot be changed during your life.

*The following language replaces the existing language in the Section:*

**SECTION 1.18 PLAN**

“Plan” means a plan established, maintained and intended to qualify under Section 403(b) of the Code by an Employer for the purchase of annuity contracts under Section 403(b) of the Code for its employees. An “ERISA Plan” is a Plan subject to Title I of the Employee Retirement Income Security Act of 1974 (“ERISA”).

*The following new Section is added:*

**SECTION 1.18A PLAN ADMINISTRATOR**

“Plan Administrator” means the person designated as such, and as reported to us by the Employer.

*The following language replaces the existing language in the Section:*

**SECTION 1.21 PROCESSING OFFICE**

“Processing Office” means our AXA Equitable Processing Office shown on the cover page, or such other location as we shall designate by advance written notice to the Employer, the Employer’s Designee, as applicable, and to you.

*The following new Section is added:*

**SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS**

“Required Minimum Distribution Payments ” means the payments from or with respect to this Contract that are required by Sections 403(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules.”

*The following language replaces the existing language in the Section:*

**SECTION 1.22 SEPARATE ACCOUNT**

“Separate Account” means any of the Separate Accounts described or referred to in Sections 2.02 and 2.05 and the Data Pages of this Contract.

**PART III – CONTRIBUTIONS AND ALLOCATIONS**

*The following language is added at the end of the existing Section:*

**SECTION 3.02 LIMITS ON CONTRIBUTIONS**

*General.* We indicate in this Section and the Data Pages any limits on the type, source or amount of Contributions we will accept.

The Employer makes Contributions to this Contract under the terms of the Plan. You are to specify the amount to be allocated to each Investment Option.

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our

specifications. If we determine that an applicable tax charge described in the Section, “Charge for Taxes,” applies to Contributions, we reserve the right to reduce Contributions by the amount of any such applicable tax charge before Contributions are allocated among the Investment Options under the Contract.

*A. Contributions to be made by the Employer or Employer’s Designee.*

All Contributions to this Contract must be remitted by the Employer or the Employer’s Designee unless they are direct transfer Contributions or rollover Contributions. Direct transfer or rollover Contributions may not be made to this Contract unless permitted by the Plan, and the Employer or the Employer’s Designee documents approval in a manner acceptable to us. A “rollover contribution” is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A “direct transfer” contribution is the transfer of amounts to this Contract directly from another contract exchanged under the same plan or a plan-to-plan transfer.

*B. Limits on Contributions; Corrections of excess Contributions.*

Contributions to the Contract (other than any rollover or direct transfer Contributions which are permitted under the Plan) are limited. Annual additions to the Contract cannot exceed the applicable limitations of Section 415 of the Code.

Salary Reduction Contributions are “Elective Deferral Contributions” and cannot exceed the elective deferral limitation under Section 402(g) of the Code that applies to the Contract and all other plans, contracts or arrangements with your Employer. If Elective Deferral Contributions made for you for any calendar year exceed the permissible limitation for you for the year, then the amount of the excess Elective Deferral Contributions and any allocable net income or loss will be distributed to you by April 15 of the following calendar year or such later date that may be prescribed by the Code.

Corrective distributions of amounts in excess of amounts permitted to be contributed to the Contract are subject to a Withdrawal Charge, described in the Section, “Withdrawal Charges,” unless otherwise specified in the Data Pages.

If we are notified or we determine that any Contributions would cause this Contract not to qualify under Section 403(b) of the Code, we reserve the right to either (i) refuse to accept any such Contributions or (ii) separately account for such Contributions and any allocable net income in a nonqualified deferred annuity contract or other permissible contractual arrangement for the exclusive benefit of you and your beneficiaries.

We are not responsible for determining the permissible amount of Salary Reduction Contributions or any other Contributions which may be made under the Plan for you.

We will make corrective distributions or separate allocations of amounts reported to us as being excess Contributions if reported in a manner acceptable to us by the Employer or the Employer's Designee.

*C. Sources or Types of Contributions to the Contract.*

Before making Contributions to the Contract the Employer or the Employer's Designee will report in a manner acceptable to us the types or sources of Contributions it may make or permit to be made to the Contract under the Plan. We do not accept any Contributions unless we have documentation acceptable to us that such Contribution is permitted under the Plan.

Unless otherwise reported to us by the Employer regarding the terms of the Plan, and unless otherwise indicated in this Section, Contributions to this Contract may be made from the following sources or types of Contributions, and any other source or type of Contributions permitted by the Code:

*(1) Contributions remitted by the Employer or the Employer's Designee:*

Salary Reduction Contributions made on a pre-tax basis, including "catch-up" contributions under Sections 402(g) or 414 of the Code;

Salary Reduction Contributions which are designated Roth contributions under Section 402A of the Code, including "catch-up" contributions under Sections 402(g) or 414 of the Code;

Employer matching contributions under Section 401(m) of the Code;

Employer non-matching contributions under Section 415 of the Code; and

Non-Roth employee after-tax contributions under Section 415 of the Code.

If Roth Elective Deferral Contributions are made, as reported to us by the Employer or the Employer's Designee, we will maintain a Roth Elective Deferral Contribution separate account under this 403(b) Contract. Income, gains, losses, and any other amounts credited or charged under this 403(b) Contract will be separately allocated to the Roth Elective Deferral Contribution separate account on a reasonable and consistent basis. Employer Contributions may not be allocated to the Roth Elective Deferral Contribution separate account. The separate accounting requirement will apply from the time any Roth Elective Deferral Contribution is made and ends only when all amounts in the Roth Elective Deferral Contribution separate account are completely distributed in accordance with the terms of this 403(b) Contract.

(2) *Contributions not remitted by the Employer or the Employer's Designee:*

Direct transfer Contributions that are contract exchanges under the same plan;

Plan-to-plan direct transfer Contributions; and

Rollover Contributions from another eligible retirement plan.

In the case of direct transfer Contributions, we must receive documentation acceptable to us of the source or type of separately accounted for amounts directly transferred to this Contract. In the case of rollover Contributions, we must receive documentation as to the amounts, if any, of non-Roth after-tax employee contributions and designated Roth contributions rolled over to this Contract.

A direct transfer Contribution is a direct transfer of funds from another 403(b) plan or another 403(b) Plan Funding Vehicle under the same plan ("Transferred Funds"). If you make a direct transfer Contribution, you must inform us at the time of making the Contribution the portion, if any, of the Transferred Funds that is (a) exempt from restrictions on distribution described in the Section, "Restrictions on Withdrawals, Distributions and Payments" and (b) eligible for delayed distribution as described in the Section, "Required Minimum Distribution Rules". If you do not tell us, then we will treat all Transferred Funds as being subject to the applicable withdrawal, distribution and payment restrictions and minimum distribution requirements of the Code.

We will also accept any other type of contribution to a 403(b) plan permitted under the Code to which we and the Employer agree.

The Employer or the Employer's Designee must indicate the source or type of the Contribution to this Contract at the time the Contribution is made. We will separately account for the different types of Contribution sources, so that the restrictions on distribution described in the Section "Restrictions on Withdrawals, Distributions and Payments" apply separately to different types of Contributions as required or permitted by law.

We are not responsible for determining whether the Employer or the Employer's Designee has correctly characterized any type of Contribution. If the Employer or the Employer's Designee fails to indicate the source or type of the Contribution, we will treat the Contribution as being subject to the restrictions on distribution described in the Section "Restrictions on Withdrawals, Distributions and Payments" until you are severed from employment with the Employer.

Each Contribution (less any applicable tax charge in accordance with the Section, "Charge for Taxes") is allocated among Investment Options in accordance with the instructions submitted in a form acceptable to us by you or your Employer.

## **PART V - WITHDRAWALS AND TERMINATION**

*The following language is added at the end of the existing Section:*

### **SECTION 5.01 WITHDRAWALS**

If permitted by the Plan, and as reported to us by the Employer or the Employer's Designee, you may choose the source of a transaction, that is, whether a withdrawal, transfer, loan or other distribution permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Contract.

*The following new Section is added:*

### **SECTION 5.03 RESTRICTIONS ON WITHDRAWALS, DISTRIBUTIONS AND OTHER PAYMENTS**

*General.* No amount may be withdrawn, distributed or paid from this 403(b) Contract unless and until permitted under the Plan and the Code. We will not process withdrawals or other transactions unless we receive contemporaneous documentation acceptable to us that such transaction is permitted under the Plan.

If permitted by the Plan, and as reported to us by the Employer or the Employer's Designee, you may choose the source of a transaction, that is, whether a withdrawal, transfer, loan or other distribution permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Contract.

*Definitions used in this Section:*

*Salary Reduction Contribution Restricted Amounts.*

The amounts described in this Section which are attributable to Salary Reduction Contributions (Elective Deferral Contributions) and which are subject to the restrictions described in Section 403(b)(11) of the Code and this Section (hereafter referred to as "Salary Reduction Contribution Restricted Amounts"):

*Grandfathered Salary Reduction Contribution Amounts.*

The amount of your December 31, 1988 account balance, if any. If this 403(b) Contract was issued after December 31, 1988, "Grandfathered Salary Reduction Contribution Amount" refers to the amount of your December 31, 1988 account balance, if any in a 403(b) Plan Funding Vehicle, provided in documentation acceptable to us on the direct transfer of such amount to this 403(b) Contract.

*Restrictions on Amounts Attributable to Salary Reduction Contributions*

The restrictions of this paragraph apply to these funds:

Any funds attributable to Contributions made pursuant to a salary reduction agreement with the Employer, including earnings on such Salary Reduction Contributions, less any “Grandfathered Salary Reduction Contribution Amount” as defined above in this Section.

Withdrawals, distributions or other payments of Salary Reduction Contribution Restricted Amounts may not be made until you (i) reach age 59 1/2, (ii) have a severance from employment with the Employer; (iii) die; (iv) become “disabled” under Section 72(m)(7) of the Code; (v) suffer hardship under Section 403(b)(11) of the Code, or (vi) meet the conditions and limitations under any other circumstances permitted under Section 403(b)(11) of the Code. Withdrawals of Salary Reduction Contributions (but not any earnings credited thereon) may be made in the case of hardship. If you request a withdrawal of Salary Reduction Contribution Restricted Amounts on the grounds of disability or hardship you must furnish to us proof of such disability or hardship as may be required by the Plan, the Code, and applicable Treasury Regulations in a form satisfactory to us.

*Restrictions on Amounts Attributable to Transfers from Custodial Accounts*

All amounts in this 403(b) Contract attributable to Contributions directly transferred from a custodial account under section 403(b)(7) of the Code, or indirectly transferred from a custodial account (Contributions first directly transferred from a Section 403(b)(7) custodial account into a Section 403(b)(1) annuity contract and subsequently directly transferred into this 403(b) Contract) are treated like “Salary Reduction Contribution Restricted Amounts.” Hardship withdrawals may be made only from Salary Reduction Contributions, and cannot be made from other Contributions nor any credited earnings.

*Other Restrictions on Distributions; Restrictions on Other Amounts.*

If this Contract is purchased pursuant to an ERISA Plan, the Section, “Spousal Annuity and Consent Rules” also applies to a request for any withdrawal, distribution, payment or transfer from this Contract.

The following restriction applies to Contracts issued after December 31, 2008, and to any amounts under the Contract which are neither attributable to (i) Salary Reduction Contributions nor (ii) non-Roth employee after-tax Contributions. In-service distributions prior to your severance from employment of any amounts in the preceding sentence may be made on the prior occurrence of a specified event, after a fixed number of years, the attainment of a stated age, or specified disability only if and as provided under the Plan. This restriction also applies to Contracts issued

before December 31, 2008, where the Employer or Employer's Designee reports in a manner acceptable to us that amounts are restricted from distribution under the terms of the Plan.

*Distributions that may be made from this 403(b) Contract.*

Distributions may be made from this 403(b) Contract when we receive documentation acceptable to us that the following distributions are permitted or required under the Plan or Code:

- (1) This 403(b) Contract has been issued under an automatic enrollment provision in the Plan and you request a distribution of the amounts under this Contract within 90 days of the first Contribution;
- (2) A distribution must be made from the sources or types of Contribution in the amount necessary to correct any excess deferrals or other excess contributions as provided in the "Contributions" Section of this Contract;
- (3) A distribution must be made pursuant to a qualified domestic relations order in accordance with Treasury Regulation §1.403(b)-10(c);
- (4) You are requesting a distribution from non-Roth after-tax employee Contributions separately accounted for;
- (5) You are requesting a distribution from rollover Contributions separately accounted for;
- (6) The Plan is terminating under Treasury Regulation §1.403(b)-10(a) and requires distribution of all accumulated benefits under the Plan; or
- (7) Any other distribution under the conditions permitted under the Code.

*Transfers.*

If and as permitted both under the Plan and the recipient plan or 403(b) Funding Vehicle, you may request us to directly transfer any amounts from this 403(b) Contract for the purposes of a contract exchange under the same Plan, a plan-to-plan direct transfer, or a transfer to purchase permissive service credit. We will not process transfers until we receive the documentation we require, which may include information that is required to be exchanged under an information sharing agreement.

Withdrawal Charges or transaction charges described in the Section, "Withdrawal Charges will be imposed on transfers. Transfers of Cash Value while you have an outstanding loan are limited as described in the Section, "Loans."

*The following new Section is added:*

#### **SECTION 5.04 DIRECT ROLLOVER OPTION**

You may elect to have all or any portion of your Cash Value paid directly to another “eligible retirement plan” in a “direct rollover transaction” as these terms are defined in Sections 403(b), 402(c) and 401(a)(31) of the Code. A surviving spouse beneficiary described in the “Beneficiary” Section of this Contract, may also elect a direct rollover of the Death Benefit described in the “Payment Upon Death” Section of this Contract.

In order to elect this option all of the following requirements must be met:

- (a) The recipient of the distribution must be an eligible retirement plan maintained for your benefit (or for the benefit of your surviving spouse).
- (b) The distribution must not include any after-tax contributions under this Contract except as otherwise permitted under the Code.
- (c) The direct rollover option is not available to the extent that a minimum distribution is required under Section 401(a)(9) of the Code. (See the Section “Required Minimum Distribution Rules”, below). We reserve the right to determine the amount of the Required Minimum Distribution. If you have elected a payment option under Part VII of this Contract, “Annuity Benefits and Required Minimum Distributions”, which is either a life contingent annuity or pays substantially equal periodic payments for a period of ten years or more, the direct rollover option does not apply to those funds.
- (d) The direct rollover option is not available for a hardship distribution within the meaning of Section 402(c)(4)(C) of the Code.

Unless prohibited by the Plan, non-spousal death beneficiaries may directly roll over death benefits to a new inherited individual retirement arrangement as provided in the Code.

For purposes of Section 401(a)(31) of the Code, amounts in the Roth Elective Deferral Contribution account may be directly rolled over only to another plan maintaining a designated Roth contribution account or to a Roth IRA.

If the Plan permits contract terminations due to a small account balances, if the balance is more than \$1,000 and you do not elect to either (i) receive the distribution yourself, or (ii) specify an eligible retirement plan to receive the distribution in a direct rollover, then we will directly roll over the distribution to an individual retirement plan designated by the Employer or the Employer’s Designee.

*The following new Section is added:*

## **SECTION 5.05 LOANS**

*General:*

If and as permitted by the Plan and prior to your Maturity Date, you may request a loan. Your loan is subject to the terms of the Plan and the Code. Future restrictions in the Code may require changes in the terms and availability of loans.

We reserve the right not to permit a new loan if you have previously defaulted on a loan and have not fully repaid the outstanding amount due.

A loan is effective on the date we specify, according to our then current procedures, after we approve your Loan Request Form. Your Loan Request Form, together with your loan confirmation notice, will be your loan agreement and will contain all the terms of the loan which apply, including the amount of the loan, interest rate and the repayment due dates.

Only one outstanding loan is permitted at a time under this Contract.

*Loan Amount:*

*This item (i) applies to your TSA Contract if it is part of an ERISA Plan:*

- (i) The minimum loan amount will be stated on the Loan Request Form. In no event will the minimum amount of a loan be less than \$1,000.

*This item (ii) applies to your TSA Contract if it is part of a non-ERISA Plan:*

- (ii) The minimum loan amount will be stated on the Loan Request Form. In no event will the minimum amount of a loan be less than \$3,000.

The maximum amount of a loan will be determined as follows. The amount of the loan may not be more than (i) 80% of the Annuity Account Value of this Contract, if such total Annuity Account Value is greater than or equal to \$3,750 and less than \$12,500, (ii) \$10,000, if the Annuity Account Value is greater than or equal to \$12,500 and less than \$20,000, and (iii) 50% of the Annuity Account Value if the Annuity Account Value is greater than or equal to \$20,000. For this purpose, the Annuity Account Value is taken as of the Loan Effective Date. The loan amount requested cannot exceed the maximum loan amount permitted under the Plan and Section 72(p) of the Code. The maximum loan amount is limited to the maximum amount aggregated for all plan loans which you have outstanding under all qualified

plans of your Employer and other 403(b) Plan Funding Vehicles under the Plan, as required by Section 72(p) of the Code.

The maximum loan amount permitted under the Code may not be more than the lesser of (A) or (B) below:

- (A) \$50,000, less the highest outstanding balance of loans under any other 403(b) Plan Funding Vehicles or any other qualified plan that you have with the Employer during the one-year period ending on the day before the Loan Effective Date, over the outstanding balance of loans under any 403(b) Plan Funding Vehicles or other qualified plan of your Employer on the Loan Effective Date.
- (B) The greater of (i) one half the present value of your nonforfeitable accrued benefit under all of the 403(b) Plan Funding Vehicles or other qualified plans of your Employer or (ii) \$10,000.

*Loan Term:*

The loan term will be for a maximum of five years. If you state on the Loan Request Form that the purpose of the loan is to purchase your principal residence, your loan term will be for a maximum of ten years. Repayment of the loan may be accelerated and full repayment of any unpaid principal and interest will be required upon the earliest of (i) the election and commencement of Annuity Benefits, (ii) the date the Contract terminates, (iii) the date a death benefit becomes payable, or (iv) any date we determine that the Code requires acceleration of the loan repayment so that the Federal income tax status of your Contract is not adversely affected.

*Loan Reserve Account:*

On the Loan Effective Date, we will transfer to a "Loan Reserve Account" an amount equal to the sum of (1) the loan amount, which will earn interest at the "Loan Reserve Account Rate" during the loan term but in no event less than the minimum

Guaranteed Interest Rate, as defined in the Contract; and (2) 10% of the loan amount, which will earn interest at the Guaranteed Interest Rate.

The "Loan Reserve Account Rate" will equal the loan interest rate (see the Subsection below) minus 2%, or such other percentage which is determined according to our then current procedures and which is not greater than permitted under any current applicable state or federal law.

You may specify on the Loan Request Form from which Investment Option(s) the Loan Reserve Account will be funded. If permitted by the Plan, and as reported to us

by the Employer or the Employer's Designee, you may choose the source of a transaction, that is, whether a loan permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Contract. In the absence of your direction, or if your directions cover only part of the amount required to be transferred to the Loan Reserve Account, we will transfer the required (or additional required) amounts from each Investment Option in proportion to the amount that you have in such Investment Options. On the first day of the third month following the effective date of the loan and quarterly thereafter (or first business day thereafter, if such day is not a business day), the amount of interest earned at the Loan Reserve Account Rate annually during the prior quarter will be transferred to the portion of the Loan Reserve account that earns interest at the Guaranteed Interest Rate.

You may not make any withdrawals from any part of the Cash Value; or transfer amounts among Investment Options; or make any transfers from this Contract to another 403(b) plan or 403(b) Plan Funding Vehicle; or roll over amounts to another eligible retirement plan until after repayment of your loan then due, including interest due but not paid.

*Loan Interest Rate:*

*This item (i) applies to your TSA Contract if it is part of a non-ERISA Plan:*

- (i) We will from time to time set the effective annual rate at which interest on a loan will accrue daily (the "loan interest rate"). Such rate will be not greater than any maximum rate required under any current applicable state or federal law.

*This item (ii) applies to your TSA Contract if it is part of an ERISA Plan:*

- (ii) We will from time to time determine the loan interest rate at which interest on a loan will accrue daily; however, if requested by the Employer or the Employer's Designee, we will substitute the rate requested by the Employer or the Employer's Designee, subject to any limitations imposed by law. The rate so determined by us will be a reasonable rate set in accordance with Department of Labor Regulations Section 2550.408b-1(e), and will be based on prevailing rates available at the date of determination on loans charged by persons in the business of lending money for loans which would be made under similar circumstances. Such rate will not be greater than any maximum rate required under any current applicable state or federal law.

*Repayments:*

The loan must be repaid according to the repayment schedule, which will require that substantially level amortization payments of principal and interest be made no less frequently than quarterly, unless otherwise required or permitted by law. The loan may be repaid in full at any time, including interest due. We will apply payments first to interest due, with the balance applied towards repayment of the loan principal. After any repayment is made, including full repayment of the loan, the principal amount repaid will be transferred from the Loan Reserve Account to the Guaranteed Interest Investment Option and may be withdrawn (if otherwise permitted), transferred to another Investment Option, or applied to an annuity as described in Part VII, "Annuity Benefits and Required Minimum Distributions".

*Default:*

By each repayment due date (or a specified date thereafter in accordance with our then current procedures) if the amount of the loan repayment is less than the amount due or the loan repayment is not received at our Processing Office, we will treat the loan as being in default. We will treat the entire unpaid balance of the loan at that time, including interest due but not paid, as a deemed distribution for Federal income tax purposes.

We reserve the right, however, to change our procedures at any time. We also reserve the right to deduct any Withdrawal Charges that may apply and any required tax withholding.

If the amount in the Loan Reserve Account is not subject to the restrictions described in the Section "Restrictions on Withdrawals, Distributions, and Payments," on your default we reserve the right to deduct from the Loan Reserve Account an amount equal to the interest and principal payments due, plus any Withdrawal Charges that apply and any required tax withholding.

If the amount in the Loan Reserve Account is subject to the restrictions described in the Section "Restrictions on Withdrawals, Distributions, and Payments", on your default we will designate in the Loan Reserve Account an amount equal to the unpaid balance (interest and principal payments due) at the time of the default. When your Contract is no longer subject to the withdrawal restrictions of the Section "Restrictions on Withdrawals, Distributions, and Payments" we will have the right to foreclose on this amount, and deduct any Withdrawal Charges that would have applied at the time of the default, plus any interest due, and any required tax withholding. This will be no later than the date you reach age 59 1/2 or we are notified in writing that another event has occurred which would permit Restricted Amounts to be paid. (Such an event includes a severance from employment with the Employer, disability or death.)

*Changes:*

We have the right to change the loan terms, as long as any such change is made to maintain compliance with the terms of any law that apply to this Contract.

**PART VI – PAYMENT UPON DEATH**

*The following sentence is added at the end of the second paragraph of the existing Section:*

**SECTION 6.01 BENEFICIARY**

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

*The following language replaces the existing language in the Section:*

**SECTION 6.02 PAYMENT UPON DEATH**

Upon receipt of due proof of your death before the Maturity Date, we will pay a Death Benefit to the Beneficiary named under Section 6.01. Payment is subject to the terms of Section 6.01 and any special rules which may apply as described in the Data Pages and any Endorsement or Rider attached hereto.

For the portion of the Death Benefit payable to a Beneficiary, the date on which we received the Beneficiary requirements is the "Payment Transaction Date". Payment of a Death Benefit will be made upon our receipt of the following "Beneficiary Requirements":

- (i) a properly completed written request;
- (ii) due proof of death (as evidenced by a certified copy of the death certificate);
- (iii) proof satisfactory to us that the person claiming the Death Benefit is the person entitled to receive it;
- (iv) tax information required by the Code; and
- (v) any other forms we require.

Upon receipt of notification of your death, if we have not received the Beneficiary Requirements described above, your Contract will continue to remain invested in the Investment Options and no transactions will be permitted.

Unless otherwise specified in an optional Rider or the Data Pages attached hereto, the amount of the Death Benefit is equal to the Annuity Account Value, or if greater, the Guaranteed Minimum Death Benefit.

On the Contract Date, the Guaranteed Minimum Death Benefit is equal to the initial Contribution. Thereafter, the Guaranteed Minimum Death Benefit is adjusted for any subsequent Contributions, and withdrawals. The Guaranteed Minimum Death Benefit is increased by Contributions and reduced by withdrawals. The reduction of your Guaranteed Minimum Death Benefit following a withdrawal is on a pro-rata basis. A pro-rata reduction is determined as follows:

- (1) Divide the amount of the withdrawal by your Annuity Account Value immediately preceding the withdrawal;
- (2) Multiply the fraction calculated in (1) by the amount of your Guaranteed Minimum Death Benefit immediately preceding the withdrawal. This is the amount of the pro rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

Payment upon death is subject to the “Required Minimum Distribution Rules” of Sections 403(b) and 401(a)(9) of the Code, described in the Section “Required Minimum Distribution Rules”.

*The following language is added at the end of the existing Section:*

### **SECTION 6.03 MANNER OF PAYMENT**

The Death Benefit described in this Section will not be paid at your death before a supplementary contract has been issued and the coverage under this Contract will continue if the “Beneficiary Continuation Option” described below is in effect.

Your death may terminate an optional benefit described in a Rider to your TSA Contract.

*The following new Section is added:*

### **SECTION 6.04 BENEFICIARY CONTINUATION OPTION**

Except as otherwise provided herein, this Section will apply only if you die before the Maturity Date, before a supplementary contract has been issued, and a Death Benefit is payable. The Beneficiary named in this Contract must be an individual.

With the exception of the following paragraph, this Section does not apply to any Beneficiary which is not an individual, and that non-individual Beneficiary’s portion of the Death Benefit described in the Section “Payment Upon Death” is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a “see-through trust”. A see-through trust is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine.

A trust with only individual beneficiaries may continue this Contract after your death if:

1. the trust is the only Beneficiary under this Contract;
2. all the beneficiaries of the trust are individuals; and
3. the trust qualifies as a designated beneficiary for purposes of the Required Minimum Distribution rules of the Code; and
4. the trust provides us the documentation that we require within the time period we require.

If such a “see-through trust” described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named pursuant to the “Beneficiary” Section of this Contract, and the “see-through trust” elects to continue the Contract, the oldest trust beneficiary is the “Continuation Beneficiary” and the individual whose life expectancy is used to measure payments required after your death as described in the Section, “Required Minimum Distribution Rules-Payments After Your Death”.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (and any other interest under the Contract described in the Section, “Required Minimum Distribution Rules”) will be apportioned among your Beneficiaries as you designate pursuant to the “Beneficiary” Section of the Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary’s completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (h) below. Each such Beneficiary electing to continue his or her portion of the interest under the Contract is a “Continuation Beneficiary”. For any Beneficiary who does not timely elect to continue his or her portion of the interest under the Contract, we will pay in a single sum that Beneficiary’s share of the Death Benefit pursuant to the Section “Payment Upon Death”.

The terms of the Beneficiary Continuation Option are as follows:

- a. the Contract cannot be assigned and must continue in your name for the benefit of your Continuation Beneficiary.
- b. as of the date we receive satisfactory proof of your death and all written documentation necessary to make a claim under the Contract, we will compare the Annuity Account Value and the Guaranteed Minimum Death Benefit as of this date (the reset date, if applicable). If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit, we will reset the Annuity Account Value to equal such death benefit. The Guaranteed Minimum Death Benefit is the sum of all your Contributions less the amount of any outstanding loan and less any withdrawals.

If there are multiple beneficiaries, the reset date will be the date on which we receive the documentation as described in subparagraph (b). Any Beneficiary subsequently electing a death benefit will receive the applicable payment amount.

The death benefit provision ends after the Beneficiary Continuation Option is elected.

- c. the Continuation Beneficiary will automatically become the Annuitant with respect to that Continuation Beneficiary's portion of the Annuity Account Value and any other interest under the Contract.
- d. the Continuation Beneficiary may transfer amounts among the Investment Options with respect to the Continuation Beneficiary's share of the interest in the Contract.
- e. the Continuation Beneficiary cannot make any additional Contributions to the Contract.
- f. distributions to the Continuation Beneficiary will be made in accordance with "Required Minimum Distribution Rules-Payments After Your Death" described in Section 7.08. If there is more than one Continuation Beneficiary, payments to each will be based on the individual life expectancy of each Continuation Beneficiary.
- g. the Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time; withdrawals made after we have received a Continuation Beneficiary's election to continue this Contract are not subject to a Withdrawal Charge.

- h. Upon a Continuation Beneficiary's death, we will make a lump sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of the Section, "Required Minimum Distribution Rules-Payments After Your Death".

## **PART VII - ANNUITY BENEFITS**

The title of this Part is changed to "Annuity Benefits and Required Minimum Distributions".

Annuity Benefits are also subject to the restrictions described above in the Section, "Restrictions on Withdrawals, Distributions and Payments".

*The following new Section is added:*

### **SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES**

This Contract is subject to the "Required Minimum Distribution" rules of Sections 403(b) and 401(a)(9) of the Code, including the Treasury Regulations which apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distribution payments to be made during your lifetime. Subsection B below describes the Required Minimum Distribution payments to be made after your death, if you die before your entire interest in this Contract is distributed to you.

The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another 403(b) Plan Funding Vehicle that you maintain, pursuant to Treasury Regulations. If you do not take Required Minimum Distribution payments from this Contract, we will assume that you are taking them from another 403(b) Plan Funding Vehicle that you maintain.

***A. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS DURING YOUR LIFE***

Except as otherwise noted in this Subsection A, your entire interest in this Contract will be distributed, or begin to be distributed, no later than your Required Beginning Date. For purposes of this Subsection A your Required Beginning Date is April 1 of the calendar year following the later of these two choices: (a) the calendar year you reach age 70 1/2 or (b) the calendar year you retire from employment with the Employer.

If this Contract was purchased with a direct transfer of funds from another 403(b) Plan Funding Vehicle and you informed us at the time of purchase of the amount of your December 31, 1986 account balance transferred to this Contract, distribution of the amount of your December 31, 1986 account balance transferred to this Contract must begin by age 75.

Your Required Minimum Distribution payment may be computed under any of the methods permitted under Section 401(a)(9) of the Code, including payments over your life, or the lives of you and your named beneficiary, or a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your named beneficiary. Payments must be made as required by the Required Minimum Distribution rules, including “incidental death benefit” rules described in the Treasury Regulations.

***Manner of Payment***

You may satisfy the Required Minimum Distribution rules by applying any portion of your entire interest under this Contract to an Annuity Benefit which satisfies Treasury Regulation Section 1.401(a)(9)-6, or any successor Regulation. The distribution periods described in the preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation. If such an Annuity Benefit is elected after your Required Beginning Date, the first payment interval must begin on or before the date amounts are applied to the Annuity Benefit and the payment required for one payment interval must be made no later than the end of such payment interval.

These “lifetime” Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&A A-14 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A A-2 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation.

To the extent that distributions have not begun in the form of an annuity on an irrevocable basis (except for acceleration) lifetime distributions of your interest in this Contract must be made as follows:

The lifetime Required Minimum Distribution amount to be distributed for each calendar year for which a distribution is required is the lesser of:

- (a) the quotient obtained by dividing your interest in this Contract (determined in accordance with Treasury Regulations) by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation, using your attained age as of your birthday in the calendar year for which the distribution is required; or
- (b) if your sole designated beneficiary for the calendar year for which the distribution is required is your spouse, the quotient obtained by dividing your interest in this Contract (determined in accordance with Treasury Regulations) by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation, using your respective attained ages as of your respective birthdays in the calendar year for which a distribution is required.

For purposes of these Required Minimum Distribution rules, prior to commencement of annuity payments under this Contract on an irrevocable basis, your entire interest under this Contract as of any valuation date includes the dollar amount credited under this Contract plus the actuarial value of any other benefits (such as minimum survivor benefits) that will be provided under this Contract.

***B. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS AFTER YOUR DEATH***

- (a) *Death On or After Lifetime Required Minimum Distribution Payments Begin.*

If you die on or after lifetime Required Minimum Distribution payments begin, the remaining portion of your interest will continue to be distributed at least as rapidly as under the Annuity Benefit or other option chosen under this Contract.

- (b) *Death Before Lifetime Required Minimum Distribution Payments Begin*

If you die before lifetime Required Minimum Distribution payments begin, your entire interest will be distributed at least as rapidly as follows:

- (1) If your beneficiary is an individual other than your surviving spouse as described in the immediately following paragraph, your entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the beneficiary may elect to take distribution of your entire interest in accordance with this Subsection B, paragraph (b)(3) below.
- (2) If your sole beneficiary is your surviving spouse, your entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life. In the alternative, your surviving spouse may elect to take distribution of your entire interest in accordance with this Subsection B, paragraph (b)(3) below.

If your surviving spouse dies before these required distributions commence to him or her, your remaining interest will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

- (3) If there is no individual designated as beneficiary, or if the applicable beneficiary chooses this alternative, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. For calendar years for which a distribution is required after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each

subsequent calendar year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

- (c) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in Subsection A or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, then required distributions are considered to commence on the annuity starting date.

To the extent that distributions have not begun in the form of an annuity on an irrevocable basis (except for acceleration) distributions of your interest in this Contract after your death must be made in accordance with the following sentences. The Required Minimum Distribution for each calendar year for which a distribution is required after the year of your death is the quotient obtained by dividing your interest in this Contract (determined under Treasury Regulations) by the remaining life expectancy of the applicable beneficiary, determined as provided above. The rules applicable to the determination of your entire interest under this Contract in Subsection A also apply. That is, for purposes of these Required Minimum Distribution rules, prior to commencement of annuity payments under this Contract on an irrevocable basis, your entire interest under this Contract as of any valuation date includes the dollar amount credited under this Contract plus the actuarial value of any other benefits (such as minimum survivor benefits) that will be provided under this Contract.

*The following new Section is added:*

#### **SECTION 7.09 SPOUSAL ANNUITY AND CONSENT RULES**

This Section applies only if an ERISA Plan applies.

If you are married, payments will be made in the form of a qualified joint and survivor life annuity as defined in Section 417(b) of the Code. If you are not married, payments will be made in the "Normal Form" of Annuity Benefit (as described in Part VII of this Contract), unless you elect otherwise as described in this Section. If you are married and die before payments have begun, payments will be made to your surviving spouse in the form of a life annuity unless at the time of your death there was a contrary election made pursuant to this Section. However, your surviving spouse may elect, before payment is to commence, to have payment made in any form permitted under the terms of this Contract and the Plan. You may elect pursuant

to the Plan and ERISA not to have payments made in the form of a qualified joint and survivor life annuity or life annuity as the case may be. In that case it will be paid in any other form elected under the terms of this Contract and the Plan. If payments are to be made to your spouse upon your death, your spouse may elect in accordance with the Plan and ERISA for a beneficiary other than the spouse to receive payments.

If you will not attain age 35 by the end of the current Plan year, you may make a special election to name a beneficiary other than the spouse to receive payment of the value of your interest. Such election will be effective for the period beginning on the date of such election and ending on the first day of the Plan year in which you will attain age 35. The elections will cease to be effective as of the first day of the Plan year in which you attain age 35 unless a new election naming a beneficiary other than the spouse is made pursuant to the terms of this Section.

Any such election must be consented to by your spouse, if applicable, in writing before a notary or a representative of the Plan and must be limited to a benefit for a specific alternate beneficiary. However, no spousal consent will be required if you can prove to the satisfaction of the Employer and us, that you have no spouse or that you cannot locate the spouse. Also, if you have become legally separated from the spouse or have been abandoned (within the meaning of local law) and have a court order to such effect, spousal consent is not required unless a qualified domestic relations order provides otherwise. Each election to designate a beneficiary other than your spouse must be consented to by your spouse and any election made under this paragraph to waive the spouse's benefits may be revoked without the consent of the spouse at any time prior to the date as of which payments commence. Any consent to waive the spouse's benefits will be valid only with regard to the spouse who signs it. Any new waiver or change of beneficiary will require new spousal consent.

The provisions requiring spousal consent in this Section will also apply with regard to your election to take any withdrawal under the terms of the Plan. A spouse's written consent, witnessed by a representative of the Plan or a notary, must be given on a form acceptable to the Employer and us, in accordance with the Plan and ERISA, prior to any such withdrawal, unless you can show that there is no spouse or that the spouse cannot be located.

If the Annuity Account Value applied to provide the spousal benefits on the date payment is to commence is in the aggregate less than \$5,000, you may choose to make payment in a single sum rather than in the form of a qualified joint and survivor life annuity or the "Normal Form" of Annuity as described in Part VII of this Contract. Upon any payment made pursuant to this Section, we will be released from any and all liability for payment with respect to the Annuity Account Value.

## **PART VIII – CHARGES**

*The following new Section is added:*

### **SECTION 8.08 PLAN OPERATING EXPENSE**

If we are instructed by your Employer or your Employer’s Designee to withdraw a Plan Operating Expense from your Annuity Account Value, we will withdraw the specified amount on the last Business Day of each calendar quarter, or at any other time to which we agree, and remit the proceeds in accordance with instructions from your Employer or your Employer’s Designee. Such instructions may be given by you in the absence of instructions from your Employer or your Employer’s Designee, in which event we will remit the proceeds to the Plan’s duly authorized administrator. AXA Equitable shall have no responsibility for determining that this fee is necessary and proper under the terms of the Plan. Withdrawals in accordance with this paragraph are not considered withdrawals for purposes of the Sections of the Contract, “Withdrawals,” “Restrictions on Withdrawals, Distributions and Payments” or “Withdrawal Charges”.

*The following new Section is added:*

### **SECTION 8.09 THIRD PARTY TRANSFER CHARGES**

We have the right to deduct a charge for each occurrence for a direct transfer to another annuity contract or custodian account that meets the requirements of section 403(b) of the Code. This charge, if any, will be specified in the Data Pages.

*The following new Section is added:*

### **SECTION 8.11 TRANSFER AND LOAN CHARGES**

The amount of the charge, if any, will be set forth in the Data pages.

## **PART IX - GENERAL PROVISIONS**

*The following language replaces the existing language in the Section:*

### **SECTION 9.02 STATUTORY COMPLIANCE**

We have the right to amend the terms of this Contract without the consent of any other person in order to comply with any laws and regulations that apply. Such right includes, but is not limited to, the right to conform the terms of this Contract to reflect requirements of the Code, Treasury Regulations, published rulings of the Internal

Revenue Service, the Employee Retirement Income Security Act of 1974 and regulations thereunder, and federal securities laws, so that this Contract will continue to be an annuity contract under Section 403(b) of the Code.

The benefits and values available under this Contract will not be less than the minimum benefits required by any state law that applies.

*The name of the Section is changed from "Assignments and Transferability," and the following language replaces the existing language in the Section:*

**SECTION 9.05 NONTRANSFERABILITY, ASSIGNMENTS, NONFORFEITABILITY**

You may not transfer this Contract. This Contract is intended to be nontransferable within the meaning of Section 401(g) of the Code.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or be security for the performance of an obligation.

No amount payable under the Contract may be assigned, commuted, or encumbered by the payee. To the extent permitted by law, no such amount will in any way be subject to any legal process to subject the same to the payment of any claim against such payee. The foregoing will not apply to any assignment, transfer or attachment pursuant to a qualified domestic relations order as defined in section 414(p) of the Code.

Your entire interest under the Contract is nonforfeitable.

*The following new Section is added:*

**SECTION 9.08 SEPARATE ACCOUNTING ON NOTIFICATION OF DISQUALIFICATION OF THE PLAN OR CONTRACT**

If we are informed in documentation acceptable to us that the Plan fails to qualify or no longer qualifies as a 403(b) plan, or that this Contract fails to qualify or no longer qualifies in whole or in part as a 403(b) Plan Funding Vehicle, we will separately account for the amounts under the Contract which are not qualified. We will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any applicable taxes payable by you which would not have been payable with respect to an annuity contract which meets the terms of Section 403(b) of the Code.

However, we may also, at your request, transfer or roll over the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

*The following new Section is added:*

**SECTION 9.09 INTERACTION OF THE CONTRACT WITH THE PLAN**

The terms of the Plan do not expand the terms of this Contract and do not impose any obligations or duties on us other than those set forth in this Contract.

**AXA EQUITABLE LIFE INSURANCE COMPANY, a stock company  
1290 Ave of Americas, New York, N.Y. 10104**



Christopher M. Condrón  
President and Chief Executive Officer



Karen Field Hazin, Vice President,  
Secretary and Associate General  
Counsel

## **ENDORSEMENT APPLICABLE TO GUARANTEED INTEREST SPECIAL DOLLAR COST AVERAGING**

This endorsement is part of your Contract, and the same definitions apply to the capitalized terms used herein. The benefit described in this endorsement is subject to all the terms contained in your Contract, except as modified below. The term “Contract” as used in this Endorsement also includes “Certificate”.

In this endorsement, “we”, “our”, and “us” means AXA Equitable Life Insurance Company (“AXA Equitable”) and “you” and “your” means the Owner.

### **SPECIAL DOLLAR COST AVERAGING PROGRAM**

You may elect to participate in a Special Dollar Cost Averaging Program at any time, prior to your fifth contract date anniversary, by completing the appropriate form. You may only make lump sum rollover or direct transfer Contributions to a Special Dollar Cost Averaging Program. We transfer a portion of each amount allocated to the account (including accrued interest) to the Variable Investment Options according to your allocation instructions on a systematic monthly basis, such that all amounts are transferred out of the account by the end of the program. The first transfer date will be the same day of the month as the Contract Date, provided it is a Business Day otherwise it will be the first Business Day thereafter, or one month from the date the first Contribution is allocated to a Special Dollar Cost Averaging program, but not later than the 28<sup>th</sup> day of the month. Each program is for a [three, six, or twelve] month period or such other period we may make available to you in the future. Any period selected must begin by the fifth Contract Date anniversary. Each period will have a different interest rate that is set at the beginning and will not change until the end of the period. The minimum initial amount that you may allocate to a Special Dollar Cost Averaging program is [\$2,000]. You may elect to make subsequent Contributions to an existing Special Dollar Cost Averaging Program. The minimum subsequent Contribution amount that may be made to an existing program is [\$250]. Subsequent Contributions to an existing Special Dollar Cost Averaging Program will not extend the expiration date of that program.

You may have only one Special Dollar Cost Averaging Program in effect at a time and that period cannot be changed once selected. At the expiration of a Special Dollar Cost Averaging Program, you may start a new program with a new period for future lump sum rollovers or direct transfer Contributions.

Any amount held in an account for Special Dollar Cost Averaging becomes part of our general assets, which support the guarantees of this Contract and other contracts. We will credit the amount of each Contribution allocated to and remaining in an account for Special Dollar Cost Averaging with interest at the effective annual rate (compounded daily) that was applicable to your program on the Transaction Date of the Contribution. We may set different rates for programs of a different duration.

## **Transfer Rules**

You may not transfer Annuity Account Value into a Special Dollar Cost Averaging Program. You may not transfer a Special Dollar Cost Averaging Program into another Special Dollar Cost Averaging Program or into the Guaranteed Interest Option. Any request by you to transfer or withdraw any amount out of a Special Dollar Cost Averaging Program, other than your regularly scheduled transfer amount, will terminate that Special Dollar Cost Averaging Program. Any amount remaining in the account for Special Dollar Cost Averaging after such a transfer will be transferred to the Variable Investment Options according to your then current allocation instructions.

## **Termination**

You may cancel the Special Dollar Cost Averaging Program at any time. All amounts that you have in a program will be transferred out and will be allocated in accordance with your instructions.

### **AXA EQUITABLE LIFE INSURANCE COMPANY**



Christopher M. Condon  
President and Chief Executive Officer



Karen Field Hazin, Vice President,  
Secretary and Associate General Counsel

## **GUARANTEED WITHDRAWAL BENEFIT FOR LIFE (“GWBL”) RIDER**

The term “Contract” as used in this Rider applies to either a Contract or Certificate. This Rider is part of your Contract, and the same definitions apply to the capitalized terms. There are new definitions in this Rider which are introduced below. The benefit described in this Rider is subject to all the terms contained in your Contract, except as modified below. This Rider is intended to be used with a TSA Contract. In this rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company and “you" and "your" mean the Owner.

### **I. This Rider’s Benefit**

This Rider is effective immediately and provides a Guaranteed Withdrawal Benefit for Life (“GWBL”) which guarantees that you can receive lifetime withdrawal amounts up to a maximum amount per Contract Year, provided amounts are allocated to the GWBL Variable Investment Options.

Under GWBL, we guarantee that you will be eligible to receive withdrawals while you are living, even if such withdrawals cause the GWBL Annuity Account Value, as defined below, to fall to zero. Withdrawals from your GWBL Annuity Account Value during each Contract Year are permitted up to the Guaranteed Annual Withdrawal Amount without causing an Excess Withdrawal (as defined below). If you elect withdrawals on a Joint Life basis we guarantee such withdrawals during your life and your spouse’s life if your spouse survives you. The terms and conditions of GWBL are set forth below.

This rider does not provide a Cash Value or any minimum Annuity Account Value attributable to your GWBL Income Base as defined below.

### **II. Definitions and Conditions of this Rider**

#### **A. Annuity Account Value**

For purposes of this GWBL Rider, your Annuity Account Value is comprised of (i) a GWBL Annuity Account Value and (ii) a Non-GWBL Annuity Account Value. Your GWBL Annuity Account Value means the sum of amounts held in the GWBL Variable Investment Options. Your Non-GWBL Annuity Account Value means the sum of amounts held in the Non-GWBL Investment Options. The GWBL Variable Investment Options are shown in the Data Page attached to this Rider.

#### **B. Automatic Payment Plan**

“Automatic Payment Plan” means a plan for periodic withdrawals up to the Guaranteed Annual Withdrawal Amount each Contract Year.

#### **C. Joint Life Contract**

“Joint Life Contract” means a contract under which GWBL withdrawals are calculated based on the lives of you and your spouse and under which GWBL withdrawals are guaranteed during the lives of you and your spouse. Payments made in accordance with Section II. I. under a supplementary contract will be made on a joint life basis only if you are still married as of the supplementary contract’s Benefit Transaction Date. “Spouse” for purposes of this Rider means

your opposite sex spouse as provided in the Federal Defense of Marriage Act (“DOMA”). DOMA precludes same sex married couples, domestic partners, and civil union partners from being considered married under federal law. Such individuals, therefore, are not entitled to the favorable tax treatment accorded spouses under federal tax law and would not benefit from the GWBL Joint Life Contract structure provided under this Rider.

**D. Single Life Contract**

“Single Life Contract” means a Contract under which withdrawals are guaranteed during your life.

**E. GWBL Income Base**

Your GWBL Income Base is used to determine your Guaranteed Annual Withdrawal Amount described below. Your GWBL Income Base is activated by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”) to the GWBL Variable Investment Options. The Transaction Date of your initial allocation to the GWBL Variable Investment Options is your “GWBL Activation Date.” The charge for this rider begins on the GWBL Activation Date. Once amounts are allocated to the GWBL Variable Investment Options, they may be transferred only among these Options. These limits are described in the GWBL Data Page which are attached to and are part of this Rider. No amounts may be transferred from your GWBL Variable Investment Options to non-GWBL Variable Investment Options.

Before withdrawals begin under this Rider, your GWBL Income Base is comprised of two components: 1) the Annual Ratchet Base and 2) the [5%] Rollup Base. On the last Business Day of each Contract Year we compare both the Annual Ratchet Base and the [5%] Rollup Base and apply the GWBL charge to the higher Base to determine the cost of the Rider.

Your Annual Ratchet Base and [5%] Rollup Base are both equal to your initial allocation to the GWBL Variable Investment Options. Thereafter, both Bases will increase by the dollar amount of any subsequent Contribution allocated to or transfer made to the GWBL Variable Investment Options. The way we calculate your Annual Ratchet Base and your [5%] Rollup Base is described below. When GWBL withdrawals begin, your GWBL Income Base will be established as the greater of the Annual Ratchet Base and the [5%] Rollup Base. After your GWBL Income Base is set at the higher amount, it will continue to increase based on Annual Ratchets.

*1. Annual Ratchet Base*

The Annual Ratchet Base is recalculated on each Contract Date Anniversary to equal the greater of (i) your GWBL Annuity Account Value, and (ii) your prior Annual Ratchet Base. The Annual Ratchet continues after GWBL withdrawals begin.

2. *[5%] Rollup Base*

The [5%] Rollup Base is credited each day with interest at an annual effective rate of [5%] ([2.5%] for the loan reserve account, if applicable) through the Business Day on which withdrawals begin under this Rider. Once withdrawals begin, your [5%] Rollup Base ends except as described in Section II. G.

**F. Guaranteed Annual Withdrawal Amount (“GAWA”)**

Your Guaranteed Annual Withdrawal Amount (“GAWA”) is equal to (a) the “Applicable Percentage” multiplied by (b) the GWBL Income Base (determined above).

Your “Applicable Percentage” is based on your age at the time of the first GWBL withdrawal and is set for the duration of this GWBL Benefit. If you elect to make GWBL withdrawals on a joint life basis rather than a single life basis, for a Joint Life Contract, the Applicable Percentage is based on your age or your spouse’s age, whoever is younger. The Applicable Percentage is shown in the GWBL Data Pages.

You may not take a withdrawal under this Rider until amounts allocated to the GWBL Variable Investment Options are no longer subject to Section 5.03 of your Contract (“Restrictions on Withdrawals, Distributions and Other Payments”). If these amounts are no longer subject to such restrictions because of the following, you may begin withdrawals under this Rider:

- (i) you have attained age [55] and you have severed from employment with your Employer or;
- (ii) you have attained age [55] and you are or have become disabled within the meaning of Section 72(m)(7) of the Code at any age; or,
- (iii) you have attained age 59 ½, even if still employed.

For Joint Life Contracts, in addition to your meeting one of the above requirements, your spouse must have attained age [55].

**G. Excess Withdrawal**

Any withdrawal, including a hardship withdrawal or a withdrawal due to disability, from the GWBL Annuity Account Value that causes cumulative withdrawals in a Contract Year to exceed the current GAWA is an “Excess Withdrawal.” Once a withdrawal from the GWBL Annuity Account Value exceeds the GAWA, the entire amount of the withdrawal and any subsequent withdrawal from the GWBL Annuity Account Value in the same Contract Year is an Excess Withdrawal. If you take less than the GAWA in any Contract Year, you may not add the remainder to your GAWA in any subsequent Contract Year.

If you make an Excess Withdrawal, we recalculate your GWBL Income Base and the GAWA. The withdrawal reduces your GWBL Income Base on a pro-rata basis. The GAWA is recalculated to equal the Applicable Percentage multiplied by the reduced GWBL Income Base. Reduction on a pro-rata basis means we calculate the percentage of your GWBL Annuity Account Value that is withdrawn and reduce your Income Base by the same percentage.

If you are under age [55], all withdrawals from the GWBL Annuity Account Value are Excess Withdrawals. However this does not cause the GWBL Income Base or the Applicable Percentage to be set for the Contract. Both the Annual Ratchet and the [5%] Rollup Bases are reduced on a pro-rata basis as described above. The [5%] Rollup Base and Annual Ratchet Base will then continue until GWBL withdrawals begin.

If you are age [55] or older and you take a hardship withdrawal, such withdrawal begins your GWBL withdrawals under this Rider.

An Excess Withdrawal may be subject to Withdrawal Charges if it exceeds the Free Withdrawal Amount described below. An Excess Withdrawal that reduces your GWBL Annuity Account Value to zero terminates this Rider, including all benefits, without value.

#### **H. Free Withdrawal Amount**

Your Free Withdrawal Amount is equal to the greater of (i) [10%] of your GWBL Annuity Account Value and Non-GWBL Annuity Account Value, and (ii) your GAWA.

#### **I. Effect of your Annuity Account Value Falling to Zero**

If either of the following happens while you are living and this Rider is in effect: (i) you make a withdrawal for an amount that is equal to or exceeds the GWBL Annuity Account Value but is not an Excess Withdrawal, or (ii) the GWBL Annuity Account Value falls to zero due to the deduction of a Contract charge, you will receive payments equal to your GAWA as long as there is a GWBL Income Base.

If and when the above occurs and the Non-GWBL Annuity Account Value falls to zero, the date of any such event is the "Benefit Transaction Date" for purposes of this Rider. As of the Benefit Transaction Date, your Contract will be cancelled and a supplementary life annuity contract setting forth your continuing benefit will be issued to you, as further described below.

If, on the Benefit Transaction Date, you were taking payments through an Automatic Payment Plan, the frequency of payments after the Benefit Transaction Date is as described in Part III of this Rider.

If you were not taking payments through an Automatic Payment Plan, then any remaining balance of the GAWA for the Contract Year in which your GWBL Annuity Account Value was reduced to zero will be paid to you in a lump sum on the Benefit Transaction Date and GAWAs will continue to be made for the full amount thereafter on an annual basis through our Maximum Payment Plan.

You are the Owner and Annuitant when a supplementary life annuity contract is issued on a Single Life basis. If you elected a Joint Life Contract, we will issue the supplementary contract with you as the Owner and Annuitant and your spouse as the Joint Annuitant. If you are no longer married on the Benefit Transaction Date, you must notify us in writing of this fact.

If your GWBL Annuity Account Value falls to zero and you have Non-GWBL Annuity Account Value remaining, you will receive payments under this Rider equal to your GAWA as long as there is a GWBL Income Base. You may take withdrawals from your Non-GWBL Annuity Account Value in excess of your GAWA without causing an Excess Withdrawal.

### **Part III. Withdrawals under Automatic Payment Plans**

Withdrawals under an Automatic Payment Plan may not start sooner than [28] days after your Contract Date. You must be at least age [55] to elect an Automatic Payment Plan.

You may elect to receive automatic payments based on any of the following frequencies: [monthly, quarterly or annually]. The frequency you elect determines the amount of the GAWA you receive on each scheduled payment date.

You may elect one of the following Automatic Payment Plans to receive your GAWA. If you take a lump sum withdrawal once you have elected an Automatic Payment Plan, the Plan will terminate for that and subsequent Contract Years. You may re-elect an Automatic Payment Plan in the following Contract Year provided your GWBL Annuity Account Value has not fallen to zero, as described in this Rider.

**Maximum Payment Plan:** The Maximum Payment Plan withdraws the full GAWA each Contract Year. Payments are based on the frequency you elect under this plan. Each scheduled payment is equal to your GAWA divided by the number of scheduled payments per Contract Year. Any payments that are to be made after the GWBL Annuity Account Value falls to zero and there is GWBL Income Base remaining, as described in this Rider, will continue on the same frequency.

**Customized Payment Plan:** The Customized Payment Plan withdraws a fixed amount that is not more than the GAWA. Payments are based on the amount and frequency of the payment you elect under this plan. If a withdrawal is taken from your GWBL Annuity Account Value in the same Contract Year prior to enrollment in the Customized Payment Plan, this withdrawal will not be factored into determining your GAWA for purposes of the Customized Payment Plan and may cause an Excess Withdrawal. If payments are to be made after your GWBL Annuity Account Value falls to zero and there is GWBL Income Base remaining, while you are taking payments under the Customized Payment Plan, then the remaining balance of the GAWA for the Contract Year in which your GWBL Annuity Account Value fell to zero will be paid in a lump sum and payments equal to the GAWA will continue to be made thereafter in the same frequency as on the Benefit Transaction Date beginning on the next Contract Date Anniversary.

### ***Lifetime Required Minimum Distributions***

When the lifetime Required Minimum Distribution (“RMD”) Rules described in Section 7.08A of your Contract (“Required Minimum Distribution Rules – Payments During Your Life”) apply to your Contract, and you elect our RMD Automatic Withdrawal Option, any lifetime required minimum distribution payment we make to you under our RMD Automatic Withdrawal Option will not be treated as an Excess Withdrawal. When electing our RMD Automatic Withdrawal Option, amounts from both your GWBL Annuity Account Value and Non-GWBL Annuity Account Value are used to determine your lifetime required minimum distribution payment each year.

If you elect either of our Automatic Payment Plans (the Maximum Payment Plan or the Customized Payment Plan) and our RMD Automatic Withdrawal Option, and if the GAWA is insufficient to satisfy the required minimum distribution payment, we will withdraw the remainder from the Non-GWBL Annuity Account Value, if any. If the sum of the GAWA and the Non-GWBL Annuity Account Value is still insufficient to satisfy the required minimum distribution payment, we will make a payment in addition to the GAWA from the GWBL Annuity Account Value if necessary to meet the lifetime required minimum distribution amount for the calendar year for this Contract. The combined Automatic Payment Plan payments and additional GWBL Annuity Account Value withdrawal needed to meet your lifetime required minimum distribution payment will not be treated as Excess Withdrawals. However, any lump sum withdrawals from the GWBL Annuity Account Value (other than or in addition to this additional GWBL Annuity Account Value payment necessary to satisfy the RMD) taken in the same Contract Year will be treated as an Excess Withdrawal

If you elect our RMD Automatic Withdrawal Option and do not elect one of our Automatic Payment Plans, that is, you elect to take your GAWA in lump sum withdrawals, if the GAWA is insufficient to satisfy the required minimum distribution payment, we will withdraw the remainder from the Non-GWBL Annuity Account Value, if any. If the sum of the GAWA and Non-GWBL Annuity Account Value is insufficient to satisfy the required minimum distribution payment, we will make an additional payment from your GWBL Annuity Account Value if necessary to meet the lifetime required minimum distribution amount for the calendar year for this Contract. Any lifetime required minimum distribution amount withdrawal you make under our RMD Automatic Withdrawal Option will not be treated as an Excess Withdrawal. However, any lump sum withdrawals from the GWBL Annuity Account Value (other than in addition to this additional payment from the GWBL Annuity Account Value necessary to satisfy the RMD) taken in the same Contract Year will be treated as an Excess Withdrawal.

If you do not elect our RMD Automatic Withdrawal Option and if your GAWA is insufficient to satisfy the required minimum distribution payment, any additional withdrawal taken in the same Contract Year from your GWBL Annuity Account Value will be treated as an Excess Withdrawal.

#### **Part IV. Loans**

If you are permitted to request a loan as described in Section 5.05 of your Contract (“Loans”), the following describes the effect of loans on your GWBL Annuity Account Value.

Loans will be funded first from your non-GWBL Annuity Account Value. If there is insufficient value in your non-GWBL Annuity Account Value to implement the loan request, the remaining loan amount will be taken from the GWBL Annuity Account Value. Amounts are transferred to the “Loan Reserve Account” described in Section 5.05 of your Contract. Amounts transferred from your GWBL Annuity Account Value that would otherwise cause the [5%] Rollup Base to roll up at [5%] as described above in Section II. E of this Rider will instead roll up at [2.5%] while the loan is outstanding.

Loans funded from your GWBL Annuity Account Value must be repaid before GWBL payments under this Rider may begin. You may not take a withdrawal under this Rider while you have a loan outstanding except as provided in either of the following cases: (i) the entire amount of the loan was funded through your Non-GWBL Annuity Account Value, or (ii) regardless of from which part of your Annuity Account Value your loan was funded, the withdrawal is due to financial hardship. If a loan funded wholly or in part through your GWBL Annuity Account Value is no longer outstanding because it has defaulted instead of being repaid in full, withdrawals from the GWBL Annuity Account Value may still begin. You may repay the amount due on the defaulted loan, including interest on the unpaid balance which continues to accrue under the Code. We will apply all loan repayments first to your GWBL Annuity Account Value until the amount allocated to the GWBL Annuity Account Value is repaid before we allocate any loan repayments to Non-GWBL Annuity Account Value. The defaulted loan may be considered an Excess Withdrawal.

#### **Part V. Joint Life Contracts Split By Court Order**

If required under an applicable court order relating to a divorce, we will withdraw the amount specified in such order. If your Contract was structured as a Joint Life Contract and withdrawals under this Rider had not begun we will adjust your Applicable Percentage to a Single Life Contract basis. If withdrawals had begun, we will not make any adjustment to your Applicable Percentage.

#### **Part VI. Payment Upon Death**

The Death Benefit is equal to (i) your total Annuity Account Value which is the sum of both (a) your GWBL Annuity Account Value and (b) your Non-GWBL Annuity Account Value, or if greater, (ii) the Guaranteed Minimum Death Benefit described in Section 6.02 of your Contract (“Payment Upon Death”). Any withdrawal from either your GWBL Annuity Account Value or your Non-GWBL Annuity Account Value, including a withdrawal from your GWBL Annuity Account Value causing an Excess Withdrawal, reduces your Guaranteed Minimum Death Benefit on a pro-rata basis. Reduction on a pro-rata basis means we calculate the percentage of your Annuity Account Value that is withdrawn and reduce your death benefit by the same percentage.

##### **1) *Single Life Contract***

Under a Single Life Contract, upon your death, we will pay the death benefit to your Beneficiary as described in Part VI of the Contract and this Rider terminates.

2) *Joint Life Contract*

Under a Joint Life Contract, upon your death, we will pay the death benefit to your spouse as described in Part VI of the Contract. Alternatively, your spouse may elect to continue your Contract under the GWBL Beneficiary Continuation Option (“GWBL BCO”). If such an election is made, we may require your Employer’s written consent.

Upon election of GWBL BCO the total of your GWBL Annuity Account Value and non-GWBL Annuity Account Value will be increased to the Guaranteed Minimum Death Benefit if such amount is greater than these Annuity Account Values. If your Annuity Account Values are increased, the amount of the increase will be allocated among the Investment Options on a pro-rata basis. If applicable, your GWBL Income Base will ratchet to the GWBL Annuity Account Value on the next Contract Date Anniversary.

Since the Death Benefit has been paid, Withdrawal Charges are no longer applicable under the Contract.

GWBL BCO payments will be the greater of (i) payments derived from the application of your Death Benefit to our Beneficiary Continuation Option (“BCO”) described in the Endorsement Applicable to TSA Contracts and (ii) your GAWA. The BCO component of this comparison is based on the age of your surviving spouse. If you were enrolled in one of the Automatic Payment Plans, GWBL BCO payments would continue to be made to your spousal beneficiary in that manner as described in Part III of this Rider. The charge for this Rider will continue to be deducted as described in Part VII of this Rider.

Upon the death of your spousal beneficiary, the comparison of payment amounts described in the previous paragraph ends. The named beneficiary can elect to continue to receive the BCO payments or receive any remaining Annuity Account Value in a lump sum.

If on the Benefit Transaction Date, described in Part II. I of this Rider, a supplementary contract is issued, and there is remaining Guaranteed Minimum Death Benefit (“GMDB”), the GMDB will continue under the supplementary contract and will be adjusted on a dollar for dollar basis by payments we make under such Contract.

## VII. The Cost of this Rider

The charge for this Rider is shown below.

The charge for this GWBL Rider is a percentage of the GWBL Income Base, as shown below, determined and deducted on the last Business Day of each Contract Year. Before GWBL withdrawals begin and your GWBL Income Base is set as described in Section II. E. of this Rider, on the last Business Day of each Contract Year we compare both the Annual Ratchet Base and the [5%] Rollup Base and apply the GWBL charge to the higher Base to determine the cost of the Rider. The GWBL Rider charge increases with attained age as shown below:

<b>Attained Age on the last Business Day of your Contract Year</b>	<b>Rider Charge</b>
[Less than 30	[0.15%
30 – 39	0.35%
40-54	0.55%
55 and older]	0.75%]

The above charges will be deducted from the GWBL Annuity Account Value in the GWBL Variable Investment Options on a pro rata basis. The charge is not pro-rated in the first Contract Year in which your GWBL Annuity Account Value is activated.

We will deduct the above charge for the portion of any Contract Year in which this benefit is terminated (i) pursuant to a Death Benefit being paid in accordance with Section 6.02 of the Contract, (ii) the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or (iii) the Contract is surrendered pursuant to Section 5.02 of the Contract.

## VIII. Traditional Annuity Option

In accordance with Part VII (“Annuity Benefits”) of your Contract, you may elect to apply your Annuity Account Value to a traditional annuity benefit. If GWBL payments have begun under your Contract and if you have amounts in both your GWBL Annuity Account Value and non-GWBL Annuity Account Value, both amounts must be applied to an annuity benefit. If you have an amount remaining in your non-GWBL Annuity Account Value and your GWBL Annuity Account Value has fallen to zero you will receive a supplementary contract for your GAWA and a separate supplementary contract for the traditional annuity benefit to which you elect to apply your non-GWBL Annuity Account Value.

## IX. Maturity Date – Effect on GWBL

The Maturity Date may not be later than the Contract Date Anniversary which follows your [95<sup>th</sup>] birthday (see Section 7.02). The Maturity Date is based on your date of birth and will not change under the Contract except as described in Section 7.02.

We will notify you in the Contract Year that is at least one year prior to the year in which the Maturity Date occurs so that you may make an election. You may elect (i) for both or either of your GWBL Annuity Account Value and your Non-GWBL Annuity Account Value an Annuity Benefit in any form we are then offering as described in Part VII of the Contract, or (ii) for both or either of your GWBL Annuity Account Value and your Non-GWBL Annuity Account Value a lump sum distribution of the Annuity Account Value or (iii) for your GWBL Annuity Account Value only, the GWBL Maturity Date Annuity Benefit described below. If you elect the GWBL Maturity Date Annuity Benefit for your GWBL Annuity Account Value, and you neither elect a lump sum distribution nor an Annuity Benefit for any Non-GWBL Annuity Account Value remaining at the Maturity Date, we will apply such Non-GWBL Annuity Account Value to the Normal Form of Annuity Benefit described in Part VII of the Contract.

The GWBL Maturity Date Annuity Benefit compares (i) your GAWA and (ii) the amount you would receive if you had applied your GWBL Annuity Account Value on the Maturity Date to the guaranteed annuity rates for a life annuity with no period certain and provides periodic payments of the higher resulting amount. The higher resulting amount is fixed and does not change after payments begin.

**X. Termination Of This Rider**

This rider may not be voluntarily terminated. This Rider will terminate if: (i) the Contract terminates, (ii) an Excess Withdrawal reduces your Annuity Account Value to zero, or (iii) termination is required by an endorsement to your Contract.

Upon the termination of this Rider, the charge for the Benefit, as shown in Part VII, ends.

**AXA EQUITABLE LIFE INSURANCE COMPANY**



Christopher M. Condrón  
Chairman and Chief Executive Officer



Karen Field Hazin, Vice President,  
Secretary and Associate General Counsel

## GWBL Data Pages

### 1) The GWBL Variable Investment Options (Section II. A.)

[GWBL AXA Aggressive Allocation  
GWBL AXA Conservative Allocation  
GWBL AXA Conservative-Plus Allocation  
GWBL AXA Moderate Allocation  
GWBL AXA Moderate-Plus Allocation  
GWBL EQ/Franklin Templeton Founding Strategy]

#### Allocation Limits

***Allocation limits applicable to Contract Owners who are ages 59 and less on the Contract Date***

In the [first] Contract Year, you may apply amounts to the GWBL Variable Investment Options up to the limits described in your Contract Data Pages. After the [first] Contract Year, until you attain age 60, your allocations are limited to a total of [\$200,000] for allocation to the GWBL Variable Investment Options. “Allocation” means any Contributions to or transfers from the Non-GWBL Investment Options to the GWBL Variable Investment Options. This [\$200,000] limit does not apply to amounts allocated in the first Contract Year.

***Allocation limits applicable to Contract Owners who are ages 60 and older on the Contract Date***

Transfers from the Non-GWBL Variable Investment Options and Contributions which are not remitted by the Employer or the Employer’s Designee are not permitted into the GWBL Variable Investment Options.

Once withdrawals begin under this Rider, you may not allocate amounts into the GWBL Variable Investment Options. If you were transferring amounts in the GWBL Variable Investment Options under our Special Dollar Cost Averaging Program, when you elect to begin GWBL withdrawals, such election will terminate any Special Dollar Cost Averaging Program and all amounts will be transferred out including amounts being allocated to the GWBL Variable Investment Options before your GWBL withdrawals begin.

Designated Roth Contributions may not be allocated to the GWBL Variable Investment Options.

### 2) Applicable Percentage (Section II. F.)

<b>Applicable Percentage → Ages ↓</b>	<b>Single Life Contract</b>	<b>Joint Life Contract</b>
[55-59	[4%	[3.5%
59 ½ and over]	5%]	4.5%]

### 3) Normal Form of Annuity (Section IX): GWBL Maturity Date Annuity Benefit

# AXA Equitable Life Insurance Company

[EQUI-VEST®] ①  
 Deferred Variable Annuity  
 403b TSA Application with GWBL

### Mailing Instructions:

**Express Mail:** (with money):  
 JPMorganChase

4 Chase Metrotech Center, 7<sup>th</sup> Floor  
 NY Remit One Image Lockbox # 13823  
 Brooklyn, NY 11245-0001

**Regular Mail:** (with money):

EQUI-VEST Unit Annuity  
 Lockbox P.O. Box 13823  
 Newark, NJ 07188-0463



## AXA EQUITABLE

**Express Mail:** (without money):

EQUI-VEST New Business  
 100 Madison St., Suite 1000  
 Syracuse, NY 13202

**Regular Mail:** (without money):

EQUI-VEST New Business  
 P.O. Box 4704,  
 Syracuse, NY 13221-4704

Application No. \_\_\_\_\_

**1. EQUI-VEST contract type (Check one)**

A.  TSA Public School    C.  TSA University    ③  
 B.  TSA 501(c)(3)

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**2. Employer information**

Client/Employer Name \_\_\_\_\_

(Select one)  \_\_\_\_\_ or  
 Existing Plan/Unit Number Location

New Unit (Must complete Plan Enrollment Kit)

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**3. Annuitant information (Check all appropriate boxes)**

If your Mailing Address is different from the Primary Residential Address below, please provide your Mailing Address in Section 11.

Mr.  Mrs.  Miss  Ms.  Other \_\_\_\_\_

Male  Female \_\_\_\_\_

\_\_\_\_\_ Social Security No. (Required)

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_

Home  
 Work

Birth Date (M/D/Y) \_\_\_\_\_ Age at Nearest Birthday \_\_\_\_\_ Daytime Phone Number \_\_\_\_\_ ④

U.S.A. Primary Residential Address - No P.O. Box Permitted

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Valid Driver's License No./State Issued ID # \_\_\_\_\_ State \_\_\_\_\_ Exp. Date \_\_\_\_\_

U.S. Citizen  Yes  No (If No, complete below and attach copy)

Country \_\_\_\_\_ Passport # \_\_\_\_\_ U.S. Visa Type \_\_\_\_\_

**4. Beneficiary(ies) information (See Instructions)**

**Primary**

1. \_\_\_\_\_ %  
 Primary Beneficiary Name \_\_\_\_\_  
 Relationship to Annuitant \_\_\_\_\_ T.I.N.:  S.S.N. or  E.I.N.

2. \_\_\_\_\_ %  
 Primary Beneficiary Name \_\_\_\_\_  
 Relationship to Annuitant \_\_\_\_\_ T.I.N.:  S.S.N. or  E.I.N.

---

**Contingent**

1. \_\_\_\_\_  
 Contingent Beneficiary Name \_\_\_\_\_  
 Relationship to Annuitant \_\_\_\_\_ T.I.N.:  S.S.N. or  E.I.N.

2. \_\_\_\_\_  
 Contingent Beneficiary Name \_\_\_\_\_  
 Relationship to Annuitant \_\_\_\_\_ T.I.N.:  S.S.N. or  E.I.N.

---

**5. Contribution amount**

**Complete #5A only if a payment is provided when the application is signed. If payment will be forwarded at a later date, you must complete #5B and, if applicable, #5C.**

**A. Amount provided with this application:**

(i) Total amount for investment options listed in #8 & 9. \$ \_\_\_\_\_

(ii) Provide a breakdown of employee and employer contributions.

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
 Employee Employer

**B. Expected first-year contribution:**  
 Indicate the amount expected to be contributed in the first year of this contract. \$ \_\_\_\_\_  
 (Exclude direct transfer or rollover amounts)

**C. Expected direct transfer or rollover amounts:** \$ \_\_\_\_\_

---

**6. Reminder/Contribution statements information**

Months to be excluded, if any, from Plan Contribution Statement (months must be consecutive and from May to September only). \_\_\_\_\_

②

②

**7. Contribution Allocation**

Complete this section to indicate your contribution allocations to the non-GWBL investment options and/or the GWBL variable investment options. If you wish to allocate all of your contributions to the non-GWBL investment options, indicate 100% in 7A, 0% in 7B and complete Section 8 only. If you wish to allocate all of your contributions to the GWBL variable investment options, indicate 100% in 7B, 0% in 7A and complete Section 9 only. If you wish to allocate a percentage of your contributions to the non-GWBL investment options and the GWBL variable investment options, indicate the applicable percentage in #7A and #7B and complete Sections 8 and 9.

The total below must be in whole numbers and equal 100% of your contributions.

- A. I wish to allocate the following to the non-GWBL investment option: \_\_\_\_\_ %  
(Complete section 8 to indicate your allocation)
- B. I wish to allocate the following to the GWBL variable investment option: \_\_\_\_\_ %  
(Complete section 9 to indicate your allocation)
- Total: \_\_\_\_\_ %

**By allocating amounts to the GWBL variable investment options your GWBL Income Base will be activated and you will begin to be assessed the GWBL charge which is a percentage of the GWBL Income Base on each contract date anniversary.**

**8. Selection of Non-GWBL investment options and allocation percentages**

Check either Box A or Box B, but not both.

- A.  **Maximum Transfer Flexibility.** By checking this box, you may only invest in the investment options listed in this section which are not boxed off. Transfers out of the Guaranteed Interest Option will not be limited.
- B.  **Maximum Fund Choice.** By checking this box, you may invest in any of the investment options listed in this section. Transfers out of the Guaranteed Interest Option will be limited (see prospectus for details).

Current Allocation (Applies to Boxes A and B): Select the allocation for the contributions indicated in 7A or any amounts that you may invest in these investment options in the future. You can change this allocation for future contributions at any time. The percentages entered below must be in whole numbers and total 100%.

**Guaranteed-Fixed**

\_\_\_\_\_ % Guaranteed Interest Option (A1\*)

**Asset Allocation**

**AXA Allocation**

\_\_\_\_\_ % AXA Aggressive Allocation (18\*) (5)  
 \_\_\_\_\_ % AXA Moderate Allocation (T4\*)  
 \_\_\_\_\_ % AXA Moderate-Plus Allocation (17\*)

**Target Allocation**

\_\_\_\_\_ % Target 2015 Allocation (6G\*)  
 \_\_\_\_\_ % Target 2025 Allocation (6H\*)  
 \_\_\_\_\_ % Target 2035 Allocation (6I\*)  
 \_\_\_\_\_ % Target 2045 Allocation (6J\*)

**Other Asset Allocation**

\_\_\_\_\_ % EQ/Franklin Templeton Founding Strategy (6P\*)

**Large Cap Stocks**

\_\_\_\_\_ % EQ/AllianceBernstein Common Stock (T1\*)  
 \_\_\_\_\_ % EQ/Boston Advisors Equity Income (33\*)  
 \_\_\_\_\_ % EQ/Calvert Socially Responsible (92\*) (5)  
 \_\_\_\_\_ % EQ/Davis New York Venture (6Q\*)  
 \_\_\_\_\_ % EQ/Equity 500 Index (TE\*)  
 \_\_\_\_\_ % EQ/Large Cap Core PLUS (85\*)  
 \_\_\_\_\_ % EQ/Large Cap Growth PLUS (77\*)  
 \_\_\_\_\_ % EQ/Marsico Focus (94\*)  
 \_\_\_\_\_ % EQ/Mutual Shares (6F\*)  
 \_\_\_\_\_ % EQ/T. Rowe Price Growth Stock (32\*) (7)

\_\_\_\_\_ % Multimanager Large Cap Value (58\*)

**Mid Cap Stocks**

\_\_\_\_\_ % EQ/Mid Cap Value PLUS (79\*)  
 \_\_\_\_\_ % EQ/Van Kampen Mid Cap Growth (08\*) (5)

**Small Cap Stocks**

\_\_\_\_\_ % EQ/GAMCO Small Company Value (37\*)  
 \_\_\_\_\_ % EQ/Small Company Index (97\*)

**International Stocks/Global**

\_\_\_\_\_ % EQ/International Core PLUS (88\*)  
 \_\_\_\_\_ % EQ/Templeton Growth (6D\*)  
 \_\_\_\_\_ % EQ/Van Kampen Emerging Markets Equity (78\*) (7)

**AXA Allocation (Not available under Max Flex option)**

\_\_\_\_\_ % AXA Conservative Allocation (15\*)  
 \_\_\_\_\_ % AXA Conservative-Plus Allocation (16\*)

**Investment Grade Bonds (Not available under Max Flex option)**

\_\_\_\_\_ % EQ/AllianceBernstein Quality Bond (TQ\*)  
 \_\_\_\_\_ % EQ/Evergreen International Bond (47\*)  
 \_\_\_\_\_ % EQ/Long Term Bond (27\*) (5)  
 \_\_\_\_\_ % EQ/PIMCO Real Return (28\*)  
 \_\_\_\_\_ % Multimanager Core Bond (69\*)

**High Yield Bonds (Not available under Max Flex option)**

\_\_\_\_\_ % Multimanager High Yield (TH\*)

**Cash Equivalents (Not available under Max Flex option)**

\_\_\_\_\_ % EQ/Money Market (T3\*)

**Sector/Specialty (Not available under Max Flex option)**

\_\_\_\_\_ % EQ/Franklin Income (6C\*) (7)

**Sector/Specialty**

\_\_\_\_\_ % Multimanager Health Care (68\*) (5)  
 \_\_\_\_\_ % Multimanager Technology (67\*) (7)

\_\_\_\_\_ % **Total (Must be 100%)**

\* The number in parentheses is shown for data input only.

**9. Selection of GWBL variable investment options and allocation percentages**

The Guaranteed Withdrawal Benefit for Life (GWBL) guarantees that you can take withdrawals up to a maximum amount per contract year at a future date. By allocating contributions to the GWBL variable investment options, you activate the Income Base that will be used to calculate the withdrawals. The GWBL fee will begin to be deducted on each contract date anniversary starting with the contract date anniversary immediately following the first allocation to the GWBL variable investment options.

**Once amounts are allocated to the GWBL variable investment options, amounts in these options may only be transferred among the GWBL variable investment options and not to any of the non-GWBL investment options.** In order for GWBL withdrawals to begin, you must be at least age 59½ or you must be at least age 55 and a distributable event as follows must have occurred: (i) you sever employment with the employer who provided the funds or (ii) you are or become disabled.

Complete below to allocate your contributions indicated in Section #7B to the GWBL variable investment option. The total below must be in whole numbers and equal 100%.

**GWBL variable investment options**

\_\_\_\_\_ % AXA Aggressive Allocation (6)  
 \_\_\_\_\_ % AXA Conservative Allocation  
 \_\_\_\_\_ % AXA Conservative-Plus Allocation  
 \_\_\_\_\_ % AXA Moderate Allocation  
 \_\_\_\_\_ % AXA Moderate-Plus Allocation  
 \_\_\_\_\_ % EQ/Franklin Templeton Founding Strategy (7)

\_\_\_\_\_ % **Total (Must be 100%)**

**10. Special Dollar Cost Averaging (Special DCA)**

Only available for direct transfer and rollover contributions. Choose one time period. 100% of the contribution indicated in Section #5C will be allocated to Special DCA unless you specify a dollar amount for the time period selected.

- 3-months:  100% Allocation or  \$ \_\_\_\_\_ (7)
- 6-months:  100% Allocation or  \$ \_\_\_\_\_
- 12-months:  100% Allocation or  \$ \_\_\_\_\_

Use the Special DCA allocation column below for amounts to be transferred under the Special DCA program.

If only allocating a portion of the direct transfer or rollover to Special DCA, you must complete the contribution allocations listed in Section 8 and/or, if applicable, Section 9.

**Note:** Your choice of Maximum Transfer Flexibility or Maximum Fund Choice as indicated in Section 8 will also apply to the investment options listed in this section.

**Special DCA Allocation**

**Asset Allocation**

**AXA Allocation**

- \_\_\_\_\_ %  AXA Aggressive Allocation (18\*)
- \_\_\_\_\_ % AXA Moderate Allocation (T4\*)
- \_\_\_\_\_ % AXA Moderate-Plus Allocation (17\*) (8)

**Target Allocation**

- \_\_\_\_\_ % Target 2015 Allocation (6G\*)
- \_\_\_\_\_ % Target 2025 Allocation (6H\*)
- \_\_\_\_\_ % Target 2035 Allocation (6I\*)
- \_\_\_\_\_ % Target 2045 Allocation (6J\*)

**Other Asset Allocation**

- \_\_\_\_\_ % EQ/Franklin Templeton Founding Strategy (6P\*)

**Large Cap Stocks**

- \_\_\_\_\_ % EQ/AllianceBernstein Common Stock (T1\*)
- \_\_\_\_\_ % EQ/Boston Advisors Equity Income (33\*)
- \_\_\_\_\_ % EQ/Calvert Socially Responsible (92\*)
- \_\_\_\_\_ % EQ/Davis New York Venture (6Q\*)
- \_\_\_\_\_ % EQ/Equity 500 Index (TE\*) (8)
- \_\_\_\_\_ % EQ/Large Cap Core PLUS (85\*)
- \_\_\_\_\_ % EQ/Large Cap Growth PLUS (77\*)
- \_\_\_\_\_ % EQ/Marsico Focus (94\*)
- \_\_\_\_\_ % EQ/Mutual Shares (6F\*)
- \_\_\_\_\_ % EQ/T. Rowe Price Growth Stock (32\*)
- \_\_\_\_\_ % Multimanager Large Cap Value (58\*)

**Mid Cap Stocks**

- \_\_\_\_\_ % EQ/Mid Cap Value PLUS (79\*) (8)
- \_\_\_\_\_ % EQ/Van Kampen Mid Cap Growth (08\*)

**Small Cap Stocks**

- \_\_\_\_\_ % EQ/GAMCO Small Company Value (37\*) (8)
- \_\_\_\_\_ % EQ/Small Company Index (97\*) (8)

**International Stocks/Global**

- \_\_\_\_\_ % EQ/International Core PLUS (88\*) (8)
- \_\_\_\_\_ % EQ/Templeton Growth (6D\*) (8)
- \_\_\_\_\_ % EQ/Van Kampen Emerging Markets Equity (78\*) (8)

**AXA Allocation (Not available under Max Flex option)**

- \_\_\_\_\_ %  AXA Conservative Allocation (15\*)
- \_\_\_\_\_ % AXA Conservative-Plus Allocation (16\*)

**Investment Grade Bonds (Not available under Max Flex option)**

- \_\_\_\_\_ % EQ/AllianceBernstein Quality Bond (TQ\*) (8)
- \_\_\_\_\_ % EQ/Evergreen International Bond (47\*) (8)
- \_\_\_\_\_ % EQ/Long Term Bond (27\*)
- \_\_\_\_\_ % EQ/PIMCO Real Return (28\*)
- \_\_\_\_\_ % Multimanager Core Bond (69\*) (8)

**High Yield Bonds (Not available under Max Flex option)**

- \_\_\_\_\_ %  Multimanager High Yield (TH\*) (8)

**Cash Equivalents (Not available under Max Flex option)**

- \_\_\_\_\_ % EQ/Money Market (T3\*)

**Sector/Specialty (Not available under Max Flex option)**

- \_\_\_\_\_ % EQ/Franklin Income (6C\*) (8)

**Sector/Specialty**

- \_\_\_\_\_ %  Multimanager Health Care (68\*) (8)
- \_\_\_\_\_ % Multimanager Technology (67\*) (8)

**GWBL variable investment options**

- \_\_\_\_\_ %  AXA Aggressive Allocation
- \_\_\_\_\_ % AXA Conservative Allocation (8)
- \_\_\_\_\_ % AXA Conservative-Plus Allocation
- \_\_\_\_\_ % AXA Moderate Allocation
- \_\_\_\_\_ % AXA Moderate-Plus Allocation
- \_\_\_\_\_ % EQ/Franklin Templeton Founding Strategy (8)

\_\_\_\_\_ % **Total (Must be 100%)**

\* The number in parentheses is shown for data input only.

**11. Special instructions**

*(For beneficiary and any further detailed information)*

Attach a separate sheet if additional space is needed.

For Annuitants whose Mailing Address differs from their Primary Residential Address in Section 3.

Annuitant's Mailing Address:

Mailing Address — P.O. Box Accepted

City State Zip Code

**12. Other Required Information (Mandatory)**

All questions must be answered.

**Prospectus Information:**

Did you receive an EQUI-VEST prospectus?  Yes  No

Date as printed on prospectus/CD \_\_\_\_\_

Date as printed on any prospectus supplement(s)/CD \_\_\_\_\_

**CONSENT FOR DELIVERY OF INITIAL PROSPECTUS ON CD-ROM**

Yes. By checking this box and signing the application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD," and that my computer has a CD drive and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print or download it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-877-222-2144, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

**12. Other Required Information (continued)**

**Replacement Information:**

- 1. Do you have any other existing life insurance or annuities?  Yes  No
- 2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the certificate/contract applied for will be issued?  Yes  No

If Yes, complete the following:

Year Issued Type of Plan Company Contract Number

Company Address

**Residence State:**

The Certificate/Contract state is your primary residence state (Annuitant's primary residential address from Section 3) unless you sign the application in a different state. If you are signing this application in a state other than your state of primary residence, check one box below:

- I have a second residence in the state of sale.
- I work or conduct business in the state of sale.

If none of the above apply, the application must be signed in your state of Primary Residence unless we approve another state.

**Foreign Political Persons:**

Is the Annuitant either: (A) A senior military, governmental, or political official in a non-U.S. country, or (B) Closely associated with or an immediate family member of such official?

Annuitant  Yes  No

If Yes, please identify the name of the official, office held and country: ]

**Active Duty Member:**

Are you currently an Active Duty\* Member of the Armed Forces?

Yes  No (If Yes, you must also submit a completed and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES).

\* "Active Duty" means full-time duty in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty training under military calls or orders specifying periods of less than 31 calendar days. ]

Comments: \_\_\_\_\_

2

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**13. Acknowledgement**

**BY SIGNING THIS APPLICATION, I ACKNOWLEDGE THAT:**

• My account value attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount. • Amounts withdrawn from the contract may be subject to a withdrawal charge. • No registered representative has the authority to make or modify any contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. • If my Employer maintains a Plan that is intended to meet the requirements of Section 403(b) of the Internal Revenue Code (the "Code"), my Employer may authorize and instruct AXA Equitable to share my personal information with unaffiliated third parties to facilitate the exchange of information to meet the requirements of the Code. • If my Employer maintains a Section 403(b) plan, my Employer may instruct and require AXA Equitable to deduct a plan operating expense from my account value to pay for administrative and recordkeeping services under the Plan; such amount will be remitted to a party not affiliated with AXA Equitable. • By signing this application form I acknowledge that I am buying the contract for its features and benefits other than tax deferral, as the tax deferral feature of the contract does not provide additional benefits. • All information and statements furnished in this application form are true and complete to the best of my knowledge and belief.

In Colorado, D.C., Kentucky, Maine, and Tennessee:	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding or attempting to defraud, the company. Penalties may include imprisonment, fines, denial of insurance benefits, and civil damages.
In New Jersey:	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
In Arkansas and New Mexico	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
In Ohio:	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
In Oklahoma:	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony.
All Other States Except New York:	Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

Proposed Annuitant's Signature \_\_\_\_\_ Date \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_



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TSA App. (3/09)  
Page 5 of 6  
Cat. No. 2



# AXA Equitable Life Insurance Company

## Mailing Instructions:

**Express Mail:** (with money):

JPMorganChase  
4 Chase Metrotech Center, 7<sup>th</sup> Floor  
NY Remit One Image Lockbox # 13823  
Brooklyn, NY 11245-0001

**Regular Mail:** (with money):

EQUI-VEST Unit Annuity  
Lockbox P.O. Box 13823  
Newark, NJ 07188-0463



# AXA EQUITABLE

**Express Mail:** (without money):

EQUI-VEST New Business  
100 Madison St., Suite 1000  
Syracuse, NY 13202

**Regular Mail:** (without money):

EQUI-VEST New Business  
P.O. Box 4704,  
Syracuse, NY 13221-4704

**EQUI-VEST®** (1)  
Deferred Variable Annuity  
403(b) TSA Application

Application No. \_\_\_\_\_

### 1. EQUI-VEST contract type (Check one)

A.  TSA Public School     C.  TSA University (3)

B.  TSA 501(c)(3)

### 2. Employer information

Client/Employer Name \_\_\_\_\_

(Select one)  \_\_\_\_\_ or  
Existing Plan/Unit Number Location

New Unit (Must complete Plan Enrollment Kit)

### 3. Annuitant information (Check all appropriate boxes)

If your Mailing Address is different from the Primary Residential Address below, please provide your Mailing Address in Section 9.

Mr.  Mrs.  Miss  Ms.  Other \_\_\_\_\_

Male  Female

Social Security No. (Required) \_\_\_\_\_

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_

Home  
 Work

Birth Date (M/D/Y) \_\_\_\_\_ Age at Nearest Birthday \_\_\_\_\_ Daytime Phone Number \_\_\_\_\_

U.S.A. Primary Residential Address - No P.O. Box Permitted (4)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Valid Driver's License No./State Issued ID # \_\_\_\_\_ State \_\_\_\_\_ Exp. Date \_\_\_\_\_

U.S. Citizen  Yes  No (If No, complete below and attach copy)

Country \_\_\_\_\_ Passport # \_\_\_\_\_ U.S. Visa Type \_\_\_\_\_

### 4. Beneficiary(ies) information (See Instructions)

#### Primary

1. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Annuitant \_\_\_\_\_ T.I.N.:  S.S.N. or  E.I.N.

2. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Annuitant \_\_\_\_\_ T.I.N.:  S.S.N. or  E.I.N.

#### Contingent

1. \_\_\_\_\_  
Contingent Beneficiary Name

Relationship to Annuitant \_\_\_\_\_ T.I.N.:  S.S.N. or  E.I.N.

2. \_\_\_\_\_  
Contingent Beneficiary Name

Relationship to Annuitant \_\_\_\_\_ T.I.N.:  S.S.N. or  E.I.N.

### 5. Contribution amount

**Complete #5A only if a payment is provided when the application is signed. If payment will be forwarded at a later date, you must complete #5B and, if applicable, #5C.**

#### A. Amount provided with this application:

(i) Total amount for investment options listed in #7. \$ \_\_\_\_\_

(ii) Provide a breakdown of employee and employer contributions.

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
Employee Employer

#### B. Expected first-year contribution:

Indicate the amount expected to be contributed in the first year of this contract. \$ \_\_\_\_\_

(Exclude direct transfer or rollover amounts)

C. Expected direct transfer or rollover amounts: \$ \_\_\_\_\_

### 6. Reminder/Contribution statements information

Months to be excluded, if any, from Plan Contribution Statement (months must be consecutive and from May to September only). \_\_\_\_\_

**7. Selection of investment options and allocation percentages**

Check either **Box A** or **Box B**, but not both.

- A.  **Maximum Transfer Flexibility.** By checking this box, you may invest in the investment options listed in this section which are not boxed off. Transfers out of the Guaranteed Interest Option will not be limited.
- B.  **Maximum Fund Choice.** By checking this box, you may invest in any of the investment options listed in this section. Transfers out of the Guaranteed Interest Option will be limited (see prospectus for details).

Current Allocation (Applies to Boxes A and B): Select the allocation for the contributions indicated in 5A or any amounts that you may invest in these investment options in the future. You can change this allocation for future contributions at any time. The percentages entered below must be in whole numbers and total 100%.

**Guaranteed-Fixed**

\_\_\_\_\_ % Guaranteed Interest Option (A1\*)

**Asset Allocation**

**AXA Allocation**

\_\_\_\_\_ % AXA Aggressive Allocation (18\*)  
 \_\_\_\_\_ % AXA Moderate Allocation (T4\*)  
 \_\_\_\_\_ % AXA Moderate-Plus Allocation (17\*)

**Target Allocation**

\_\_\_\_\_ % Target 2015 Allocation (6G\*)  
 \_\_\_\_\_ % Target 2025 Allocation (6H\*)  
 \_\_\_\_\_ % Target 2035 Allocation (6I\*)  
 \_\_\_\_\_ % Target 2045 Allocation (6J\*)

**Other Asset Allocation**

\_\_\_\_\_ % EQ/Franklin Templeton Founding Strategy (6P\*)

**Large Cap Stocks**

\_\_\_\_\_ % EQ/AllianceBernstein Common Stock (T1\*)  
 \_\_\_\_\_ % EQ/Boston Advisors Equity Income (33\*)  
 \_\_\_\_\_ % EQ/Calvert Socially Responsible (92\*)  
 \_\_\_\_\_ % EQ/Davis New York Venture (6Q\*)  
 \_\_\_\_\_ % EQ/Equity 500 Index (TE\*)  
 \_\_\_\_\_ % EQ/Large Cap Core PLUS (85\*)  
 \_\_\_\_\_ % EQ/Large Cap Growth PLUS (77\*)  
 \_\_\_\_\_ % EQ/Marsico Focus (94\*)  
 \_\_\_\_\_ % EQ/Mutual Shares (6F\*)  
 \_\_\_\_\_ % EQ/T. Rowe Price Growth Stock (32\*)  
 \_\_\_\_\_ % Multimanager Large Cap Value (58\*)

**Mid Cap Stocks**

\_\_\_\_\_ % EQ/Mid Cap Value PLUS (79\*)  
 \_\_\_\_\_ % EQ/Van Kampen Mid Cap Growth (08\*)

**Small Cap Stocks**

\_\_\_\_\_ % EQ/GAMCO Small Company Value (37\*)  
 \_\_\_\_\_ % EQ/Small Company Index (97\*)

**International Stocks/Global**

\_\_\_\_\_ % EQ/International Core PLUS (88\*)  
 \_\_\_\_\_ % EQ/Templeton Growth (6D\*)  
 \_\_\_\_\_ % EQ/Van Kampen Emerging Markets Equity (78\*)

**AXA Allocation (Not available under Max Flex option)**

\_\_\_\_\_ % AXA Conservative Allocation (15\*)  
 \_\_\_\_\_ % AXA Conservative-Plus Allocation (16\*)

**Investment Grade Bonds (Not available under Max Flex option)**

\_\_\_\_\_ % EQ/AllianceBernstein Quality Bond (TQ\*)  
 \_\_\_\_\_ % EQ/Evergreen International Bond (47\*)  
 \_\_\_\_\_ % EQ/Long Term Bond (27\*)  
 \_\_\_\_\_ % EQ/PIMCO Real Return (28\*)  
 \_\_\_\_\_ % Multimanager Core Bond (69\*)

**High Yield Bonds (Not available under Max Flex option)**

\_\_\_\_\_ % Multimanager High Yield (TH\*)

**Cash Equivalents (Not available under Max Flex option)**

\_\_\_\_\_ % EQ/Money Market (T3\*)

**Sector/Specialty (Not available under Max Flex option)**

\_\_\_\_\_ % EQ/Franklin Income (6C\*)

**Sector/Specialty**

\_\_\_\_\_ % Multimanager Health Care (68\*)  
 \_\_\_\_\_ % Multimanager Technology (67\*)

\_\_\_\_\_ % **Total (Must be 100%)**

\* The number in parentheses is shown for data input only.

**8. Special Dollar Cost Averaging (Special DCA)**

Only available for direct transfer and rollover contributions. Choose one time period. 100% of the contribution indicated in Section #5C will be allocated to Special DCA unless you specify a dollar amount for the time period selected.

- 3-months:     100% Allocation or     \$ \_\_\_\_\_ (6)
- 6-months:     100% Allocation or     \$ \_\_\_\_\_
- 12-months: ]     100% Allocation or     \$ \_\_\_\_\_

Use the Special DCA allocation column below for amounts to be transferred under the Special DCA program.

If only allocating a portion of the direct transfer or rollover to Special DCA, you must complete the contribution allocations listed in Section 7.

**Note:** Your choice of Maximum Transfer Flexibility or Maximum Fund Choice as indicated in Section 7 will also apply to the investment options listed in this section.

**Special DCA Allocation**

**Asset Allocation**

**AXA Allocation**

- \_\_\_\_\_ %  AXA Aggressive Allocation (18\*)
- \_\_\_\_\_ % AXA Moderate Allocation (T4\*)
- \_\_\_\_\_ % AXA Moderate-Plus Allocation (17\*)

**Target Allocation**

- \_\_\_\_\_ % Target 2015 Allocation (6G\*) (7)
- \_\_\_\_\_ % Target 2025 Allocation (6H\*)
- \_\_\_\_\_ % Target 2035 Allocation (6I\*)
- \_\_\_\_\_ % Target 2045 Allocation (6J\*)

**Other Asset Allocation**

- \_\_\_\_\_ % EQ/Franklin Templeton Founding Strategy (6P\*)

**Large Cap Stocks**

- \_\_\_\_\_ % EQ/AllianceBernstein Common Stock (T1\*)
- \_\_\_\_\_ % EQ/Boston Advisors Equity Income (33\*)
- \_\_\_\_\_ % EQ/Calvert Socially Responsible (92\*)
- \_\_\_\_\_ % EQ/Davis New York Venture (6Q\*)
- \_\_\_\_\_ % EQ/Equity 500 Index (TE\*) (7)
- \_\_\_\_\_ % EQ/Large Cap Core PLUS (85\*)
- \_\_\_\_\_ % EQ/Large Cap Growth PLUS (77\*)
- \_\_\_\_\_ % EQ/Marsico Focus (94\*)
- \_\_\_\_\_ % EQ/Mutual Shares (6F\*)
- \_\_\_\_\_ % EQ/T. Rowe Price Growth Stock (32\*)
- \_\_\_\_\_ % Multimanager Large Cap Value (58\*)

**Mid Cap Stocks**

- \_\_\_\_\_ % EQ/Mid Cap Value PLUS (79\*)
- \_\_\_\_\_ % EQ/Van Kampen Mid Cap Growth (08\*) ]

**Small Cap Stocks**

- \_\_\_\_\_ %  EQ/GAMCO Small Company Value (37\*)
- \_\_\_\_\_ % EQ/Small Company Index (97\*) (7)

**International Stocks/Global**

- \_\_\_\_\_ % EQ/International Core PLUS (88\*)
- \_\_\_\_\_ % EQ/Templeton Growth (6D\*)
- \_\_\_\_\_ % EQ/Van Kampen Emerging Markets Equity (78\*) ]

**AXA Allocation (Not available under Max Flex option)**

- \_\_\_\_\_ %  AXA Conservative Allocation (15\*)
- \_\_\_\_\_ % AXA Conservative-Plus Allocation (16\*)

**Investment Grade Bonds (Not available under Max Flex option)**

- \_\_\_\_\_ % EQ/AllianceBernstein Quality Bond (TQ\*)
- \_\_\_\_\_ % EQ/Evergreen International Bond (47\*)
- \_\_\_\_\_ % EQ/Long Term Bond (27\*) (7)
- \_\_\_\_\_ % EQ/PIMCO Real Return (28\*)
- \_\_\_\_\_ % Multimanager Core Bond (69\*)

**High Yield Bonds (Not available under Max Flex option)**

- \_\_\_\_\_ % Multimanager High Yield (TH\*)

**Cash Equivalents (Not available under Max Flex option)**

- \_\_\_\_\_ % EQ/Money Market (T3\*)

**Sector/Specialty (Not available under Max Flex option)**

- \_\_\_\_\_ % EQ/Franklin Income (6C\*) ]

**Sector/Specialty**

- \_\_\_\_\_ %  Multimanager Health Care (68\*) (7)
- \_\_\_\_\_ % Multimanager Technology (67\*) ]

\_\_\_\_\_ % **Total (Must be 100%)**

\* The number in parentheses is shown for data input only.

**9. Special instructions**

*(For beneficiary and any further detailed information)*

Attach a separate sheet if additional space is needed.

For Annuitants whose Mailing Address differs from their Primary Residential Address in Section 3.

Annuitant's Mailing Address:

Mailing Address — P.O. Box Accepted

City State Zip Code

**10. Other Required Information (continued)**

**Replacement Information:**

1. Do you have any other existing life insurance or annuities?  
 Yes  No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the certificate/contract applied for will be issued?  Yes  No

If Yes, complete the following:

Year Issued Type of Plan Company Contract Number

Company Address

**Residence State:**

The Certificate/Contract state is your primary residence state (Annuitant's primary residential address from Section 3) unless you sign the application in a different state. If you are signing this application in a state other than your state of primary residence, check one box below:

- I have a second residence in the state of sale.
- I work or conduct business in the state of sale.

If none of the above apply, the application must be signed in your state of Primary Residence unless we approve another state.

**Foreign Political Persons:**

Is the Annuitant either: (A) A senior military, governmental, or political official in a non-U.S. country, or (B) Closely associated with or an immediate family member of such official? A

Annuitant  Yes  No

If Yes, please identify the name of the official, office held and country: ]

**Active Duty Member:**

Are you currently an Active Duty\* Member of the Armed Forces?  
 Yes  No (If Yes, you must also submit a completed and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES). 8

\* "Active Duty" means full-time duty in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty training under military calls or orders specifying periods of less than 31 calendar days. ]

Comments: \_\_\_\_\_

**10. Other Required Information (Mandatory)**

All questions must be answered.

**Prospectus Information:**

Did you receive an EQUI-VEST prospectus?  Yes  No

Date as printed on prospectus/CD \_\_\_\_\_

Date as printed on any prospectus supplement(s)/CD \_\_\_\_\_

**CONSENT FOR DELIVERY OF INITIAL PROSPECTUS ON CD-ROM**

Yes. By checking this box and signing the application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD," and that my computer has a CD drive and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print or download it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-877-222-2144, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

**11. Acknowledgement**

9

**BY SIGNING THIS APPLICATION, I ACKNOWLEDGE THAT:**

My account value attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount. • Amounts withdrawn from the contract may be subject to a withdrawal charge. • No registered representative has the authority to make or modify any contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. • If my Employer maintains a Plan that is intended to meet the requirements of Section 403(b) of the Internal Revenue Code (the "Code"), my Employer may authorize and instruct AXA Equitable to share my personal information with unaffiliated third parties to facilitate the exchange of information to meet the requirements of the Code. • If my Employer maintains a Section 403(b) plan, my Employer may instruct and require AXA Equitable to deduct a plan operating expense from my account value to pay for administrative and recordkeeping services under the Plan; such amount will be remitted to a party not affiliated with AXA Equitable. • By signing this application form I acknowledge that I am buying the contract for its features and benefits other than tax deferral, as the tax deferral feature of the contract does not provide additional benefits. • All information and statements furnished in this application form are true and complete to the best of my knowledge and belief.

In Colorado, D.C., Kentucky, Maine, and Tennessee:	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding or attempting to defraud, the company. Penalties may include imprisonment, fines, denial of insurance benefits, and civil damages.
In New Jersey:	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
In Arkansas and New Mexico	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
In Ohio:	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
In Oklahoma:	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony.
All Other States Except New York:	Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

Proposed Annuitant's Signature \_\_\_\_\_ Date \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_



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2

Cat. No. TSA App. (3/09)  
2 Page 5 of 6



*SERFF Tracking Number:* ELAS-125847392      *State:* Arkansas  
*Filing Company:* AXA Equitable Life Insurance Company      *State Tracking Number:* 40480  
*Company Tracking Number:* 2008SDCA-EV  
*TOI:* A02.11 Individual Annuities- Deferred Non-      *Sub-TOI:* A02.11.002 Flexible Premium  
Variable and Variable  
*Product Name:* Equivest Series 201 for TSA  
*Project Name/Number:* Equivest Series 201 for TSA/2008SDCA-EV

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-125847392 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 40480  
Company Tracking Number: 2008SDCA-EV  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: Equivest Series 201 for TSA  
Project Name/Number: Equivest Series 201 for TSA/2008SDCA-EV

## Supporting Document Schedules

**Review Status:**  
**Satisfied -Name:** Certification/Notice 10/07/2008  
**Comments:**  
**Attachment:**  
ArkansasComplianceCrt Regulation 19s 10B.pdf

**Review Status:**  
**Satisfied -Name:** Variable Text Memorandum 10/07/2008  
**Comments:**  
**Attachments:**  
VTM for 2008GWBL-EV.pdf  
VTM-DATA PAGES AND ENDORSEMENT INDIVIDUAL.pdf  
VTM-GWBL APPLICATION \_GENERIC\_.pdf  
VTM-NON GWBL APPLICATION \_GENERIC\_.pdf

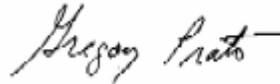
**Review Status:**  
**Satisfied -Name:** Filing Letter 10/07/2008  
**Comments:**  
**Attachment:**  
AR Individual FILING LETTER FOR TSA SERIES 201 PRODUCTgp.pdf

**AXA Equitable Life Insurance Company  
State of Arkansas  
Certificate of Compliance – Regulation 19s 10B  
Unfair Sex Discrimination in the Sale of Insurance**

**RE: 2008SDCA-EV Endorsement Applicable To Guaranteed Interest Special Dollar Cost Averaging  
2008DPTSA201 Data Page (Individual)  
2008TSA-I Endorsement Applicable To TSA Certificates - Individual  
2008GWBL-EV Guaranteed Withdrawal Benefit For Life (“GWBL”) Rider  
180-4000 403b TSA Application with GWBL  
180-4001 403b TSA Application**

I, Gregory Prato, of AXA Equitable Life Insurance Company, do hereby certify that above listed form(s) meet the requirements of Regulation 19s 10B as well as all applicable requirements of the Arkansas Department of Insurance.

BY:



\_\_\_\_\_  
Signature

Gregory Prato  
\_\_\_\_\_  
Name

Assistant Vice President  
\_\_\_\_\_  
Title

October 7, 2008

\_\_\_\_\_  
Date

## AXA EQUITABLE LIFE INSURANCE COMPANY

### Memorandum of Variable Material October 1, 2008

#### 2008GWBL-EV – Fixed and Variable Annuity Rider

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1. Page 2, “GWBL Income Base” 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs and Page 4, 1<sup>st</sup> paragraph, Page 7, “Loans,” 2<sup>nd</sup> paragraph, Page 9 “Cost of This Rider”: The 5% and 2.5% rollup rates may vary within the range of 1% to 10%. The current rates are shown on the form as filed. Any change will be on a new business basis only.
2. Page 1, “Joint Life Contract,” Page 3 “GAWA,” Page 4, “Excess Withdrawal,” 1<sup>st</sup> paragraph, Page 5, “Withdrawals under Automatic Payment Plans,” 1<sup>st</sup> paragraph: Age 55 may range from age 45 to age 70. Any change will be on a new business basis only.
3. Page 4, “Free Withdrawal Amount:” The free corridor amount is shown. It may range from 0 to 30% and change will be on a new business basis only.
4. Page 5, “Part III Withdrawals under Automatic Payment Plans” 1<sup>st</sup> paragraph: 28 Days may range from 15 to 90 days. Any change will be on a new business basis only.
5. Page 5, “Part III Withdrawals under Automatic Payment Plans” 2<sup>nd</sup> paragraph: The frequencies of payments may change to include bi-weekly or a frequency may no longer be offered.
7. Page 9 “The Cost of this Rider:” The current charge is shown in the Rider. It may vary on a new business basis. The range for this percentage is 0.15% to 1.50%. Age bands may be re-determined on a new business basis only plus or minus 10 years per age brand.
8. Page 9, “Maturity Date-Effect on GWBL:” Age 95 may be revised to comply with regulatory changes pertaining to Maturity age requirements. It may range up to 120.
9. Page 11 “Data Page” GWBL Variable Investment Options: As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable under this Rider will be listed in the Rider’s Data Page. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable’s Separate Account A. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.
10. Page 11, Data Page, “Allocation Limits:” The time period and amounts shown in the “Allocation Limits” section of the GWBL Data Page may vary as follows and may be changed on a new business basis only:

“First Contract Year” may range from first to tenth Contract Year  
“\$200,000” may range from \$25,000 to \$1.5 million.

11. Page 11, Data Page, “Applicable Percentage:” The Applicable Percentage is shown in the Rider. It may vary on a new business basis. The range for this percentage is plus or minus 200 basis points. Age bands may be re-determined on a new business basis only plus or minus 10 years per age brand.

<b>Applicable Percentage → Ages ↓</b>	<b>Single Life Contract</b>	<b>Joint Life Contract</b>
[55-59	[4%	[3.5%
59 ½ and over]	5%]	4.5%]

**AXA EQUITABLE LIFE INSURANCE COMPANY (“AXA Equitable”)**  
**Memorandum of Variable Material**  
**October 1, 2008**

2008DPTSA201-Individual Fixed and Variable Annuity Data Pages  
2008SDCA-EV-Individual Fixed and Variable Annuity Endorsement

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The following comments describe the nature and scope of the variable material contained in the Data Pages and the Endorsement. They are numbered to correspond to the bracketed areas that may change. When applicable, alternate text is provided.

As described in the filing letter, the Contract is available for issue as a Tax Sheltered Annuity (TSA) under section 403(b) of Internal Revenue Code.

**Data Pages 2008DPTSA201**

1. **Data Page 1**: These are illustrative numbers, dates and name that reflect the facts in a given case.
2. **Data Page 1, “Market Segment Endorsement(s)”**: Market Segment endorsement information will appear based on the Owner’s application. Market Segments may be added or deleted in the future. Any change will be in compliance with regulatory guidelines.
3. **Data Page 1, “Investment Options Endorsement(s)”** The Investment Options Endorsement(s) elected at application will be listed on the Data Pages.
4. **Data Page 1, “Optional Rider”**: If the optional rider is elected at application it will appear on Data Page 1
5. **Data Page 1, “Maximum Maturity Date”**: The age at the Maturity Date is currently age 95. However, these ages may change based on regulatory guidelines. We reserve the right to change these age requirements in the future to comply with any regulatory or product changes.
6. **Data Page 2, “Special Dollar Cost Averaging Rate”**, The Special Dollar Cost Averaging Programs vary by duration and rate. Current durations are 3, 6 and 12 months. Other durations may be offered in the future. The guaranteed interest rate under a Special Dollar Cost Averaging Program will depend on the program duration elected by the Contract owner. The minimum guaranteed interest rate for the Special Dollar Cost Averaging Program would be the minimum Nonforfeiture rate guaranteed under the Guaranteed Interest Option of this Contract.
7. **Data Page 1, “Initial and Minimum Guaranteed Interest Rate”**: AXA Equitable will determine a Minimum Guaranteed Interest Rate for stated periods. The Data Pages will state the Rate(s) to apply initially. At AXA Equitable’s election excess interest, at a rate declared in advance, will also be credited.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or

greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract's duration and the rate will not be reset.

8. **Data Pages 2 and 3, “Investment Options”**: As provided in Section 2.02 of the Contract, the Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options, which apply, are the Variable Investment Options of AXA Equitable’s Separate Account A.

If AXA Equitable at any time adds, removes or limits Investment Options, pursuant to Sections 2.04 and 2.05 of the Contract, the list of Investment Options to be included in the Data Pages will be changed accordingly. Any Separate Account Investment Option will provide for participation only in a separate account that has been approved by the New York Insurance Department to the extent required by applicable law.

9. **Data Pages 2, “Limits On Contributions”**: The current minimum amount requirements and related limits with respect to contributions are shown. If any amount is changed, the Data Pages issued to the client for new issues will reflect the applicable amount and accordingly, any related text change. We reserve the right to change contribution maximums in the future to comply with any regulatory or product changes. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the market segment. The range for an initial and subsequent Contribution is \$20 to \$100.
10. **Data Page 3, “Allocations”**: No more than 50% of each Contribution may be allocated to the Guaranteed Interest Option. The percentage limit may range from 10% to 75% and the initial Contribution amount may range from \$20.00 to \$100. The days to advise the client will range from 30-60 days.
11. **Data Pages 3-4, “Transfer Rules”**: Current transfer rules and market timing language are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in a market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the Variable Investment Options invest. We reserve the right to change this language to address disruptive activity.

The maximum amount that be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year

The maximum amount of 25% that may be transferred may range from 10% to 50%

12. **Data Page 4, “Allocations and Transfers into the Guaranteed Interest Option”**:

We reserve the right to limit the percentage that applies to transfers to the Guaranteed Interest Option to 50%. The percentage amount may range from 10% to 75%.

13. **Data Page 4, “Minimum Transfer Amount”**: The current minimum transfer amount is \$300. However, this amount may change and it will range from \$50 to \$1,000.

14. **Data Page 4, “Minimum Withdrawal Amount:”** The current minimum withdrawal amount is \$300. However, this amount may change and it will range from \$50-\$1,000.
15. **Data Page 5, “Minimum Amount of Annuity Account Value.”** The current minimum amount of annuity account value after a withdrawal is \$500. However, this amount may change and it will range from \$50 to \$1,000.
16. **Data Page 5, “Normal Form of Annuity”**: The Normal Form of Annuity is shown in the Data Pages. We reserve the right to change it in the future. Any change will be made on a uniform and non-discriminatory basis. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations.
17. **Data Page 5, “Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex and Minimum Amount to be Applied to an Annuity”**: The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts.
18. **Data Page 5, “Free Withdrawal Amount”**: The Free Corridor Amount is stated in the Data Pages. No Withdrawal Charge will be applied to an amount withdrawn if it is less than the Free Corridor Amount at the time the withdrawal is requested. Any amount that exceeds the Free Corridor Amount will be subject to a Withdrawal Charge. The Free Corridor Amount may change and it will range between a percentage from 10% to 30%.
19. **Data Pages 5 and 8, “Withdrawal Charges” and Withdrawal Charge Waivers”**: Section 8.01 of the Contract gives AXA Equitable the right to waive, reduce, or increase the Withdrawal Charges. The current waivers that apply in order to recognize amounts that are deemed benefit distributions are shown in the Data Pages. These waivers may be changed but any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the market segment.
20. **Data Page 6, “Administrative Charge”**: The current Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum administrative charge will not exceed \$65 per Contract Year and the minimum Annuity Account Value required to waive the charge will range from \$5,000 to \$100,000. Any change will be made on a uniform and non-discriminatory basis.
21. **Data Page 7, “Transfer Charges”**: We reserve the right to limit the number of free transfers in the future. The limitations for free transfers are provided in the Data Pages and will range from 0 to 50 transfers. The charges for any transfer in excess of such limitation are also provided. The maximum charge for any transfer will not exceed \$35.
22. **Data Page 7, “The Daily Separate Account Charge”**: Section 8.04 of the Certificate gives AXA Equitable the right to vary such charges subject to applicable regulatory approvals that apply. The current charge is shown in the Data Pages. The range for this charge will be from 1.00% up to a maximum of 2.00%.

23. **Data Page 7, “Third Party Transfer Charges.** Third Party charges will range between \$25 to \$100.

**Endorsement 2008SDCA-EV**

1. We may want to change the periods available for a Special Dollar Cost Averaging program. The periods may range from one to twenty-four months.
2. We reserve the right to change the minimum initial amount that may be allocated to a Special Dollar Cost Averaging Program. The minimum amount will range between \$1,000 and \$5,000.
3. We reserve the right to change the minimum subsequent Contribution amount that can be made to an existing Special Dollar Cost Averaging Program. The minimum amount will range between \$100 and \$500.

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**Memorandum of Variable Material**  
**October 1, 2008**

180-4000-EQUI-VEST Deferred Variable Annuity Application

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The following comments describe the nature and scope of the illustrative and variable material contained in the form and are numbered to correspond to the numbers that have been handwritten on the application and placed adjacent to the bracketed areas on the form that may change.

1. The product marketing name may be revised in the future to reflect product variations.
2. This material should be considered administrative in nature and is subject to change. This includes the address for mailing and the catalog number of the form.
3. The type of EQUI-VEST Programs references the markets (e.g. "TSA Public School", "TSA 501(c)(3)" and "TSA UNIVERSITY"). Markets may be added or removed to reflect the markets that are offered for new business.
4. The information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
5. The Separate Account Investment Options available from AXA Equitable will be listed here. Any Separate Account Investment Option available at any time will be one that has been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Investment Options will be changed accordingly.
6. We may change the GWBL Investment Options listed.
7. We may want to change the periods available for a Special Dollar Cost Averaging program. The periods may range from one to twenty-four months.
8. The Investment Options listed for use with Special Dollar Cost Averaging may change.
9. Federal or state regulations may require that we add additional questions.
10. The "Acknowledgement" section of the application may need change if required by state or federal law.
11. We may need to add or revise questions or make changes to the Representative Report.

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**Memorandum of Variable Material**  
**October 1, 2008**

180-4001-EQUI-VEST Deferred Variable Annuity Application

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The following comments describe the nature and scope of the illustrative and variable material contained in the form and are numbered to correspond to the numbers that have been handwritten on the application and placed adjacent to the bracketed areas on the form that may change.

1. The product marketing name may be revised in the future to reflect product variations.
2. This material should be considered administrative in nature and is subject to change. This includes the address for mailing and the catalog number of the form.
3. The type of EQUI-VEST Programs references the markets (e.g. "TSA Public School", "TSA 501(c)(3)" and "TSA UNIVERSITY"). Markets may be added or removed to reflect the markets that are offered for new business.
4. The information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
5. The Separate Account Investment Options available from AXA Equitable will be listed here. Any Separate Account Investment Option available at any time will be one that has been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Investment Options will be changed accordingly.
6. We may want to change the periods available for a Special Dollar Cost Averaging program. The periods may range from one to twenty-four months.
7. The Investment Options listed for use with Special Dollar Cost Averaging may change.
8. Federal or state regulations may require that we add additional questions.
9. The "Acknowledgement" section of the application may need change if required by state or federal law.
10. We may need to add or revise questions or make changes to the Representative Report.



Paul Bernitt  
Policy Form Manager  
Annuity Product Management & Filing  
1290 Avenue of the Americas  
Mail Drop 14E-10  
New York, NY 10104  
Phone: (212)-314-3761  
Fax: (212) 707-7911  
paul.bernitt@axa-equitable.com

**VIA SERFF**

October 7, 2008

The Honorable Julie Benafield Bowman  
Commissioner  
Arkansas Department of Insurance  
1200 W. Third Street  
Little Rock, AR 72201-1904

Re: AXA Equitable Life Insurance Company  
NAIC #0968-62944  
FEIN # 13-5570651  
Form 2008DPTSA201] – Individual Fixed and Variable Annuity Data Pages for Contract  
Form 2008GWBL-EV –Individual Fixed and Variable Annuity – Rider  
Form 2008TSA- I –Individual Fixed and Variable Annuity – Endorsement  
Form 2008SDCA-EV –Individual Fixed and Variable Annuity – Endorsement  
Form #180-4000 – Individual Fixed and Variable Annuity – Application  
Form #180-4001 –Individual Fixed and Variable Annuity – Application

Dear Commissioner:

We are filing for your approval the enclosed flexible premium combination fixed and variable deferred annuity forms: Data Pages, Rider, Endorsements and Applications. These forms are new and will not replace any existing forms.

Upon approval, the referenced forms will be issued with previously approved Contract that was approved by the Department on 03/27/2006 under SERT-6MBUBJ252. This will allow us to introduce a new series of EQUI-VEST variable annuity products we call the “EQUI-VEST 201 Series.” These forms are designed for use with Internal Revenue Code Section 403(b) Tax-Sheltered Annuity (TSA) programs.

This product will be sold by our career Agents to individual clients who are employees and are a part of an Employer’s TSA Plan. The individual employee will be the owner of the Contract.

Contributions are made by the individual client as payroll deductions, transfers, or direct rollovers. If permitted by the Plan, the Employer may also make contributions to the individual employee’s Contract..

Data Pages 2008DPTSA201 contain the withdrawal and separate account charges and other features. Endorsement 2008TSA-I is the tax qualified Endorsement for the TSA market segment.

Endorsement 2008SDCA-EV provides for an account for enhanced dollar cost averaging supported by our general account. It permits the individual to make lump sum rollover or direct transfer Contributions to a Special Dollar Cost Averaging program. Each program offers a three, six or twelve month period and each period will have a different interest rate which will be set at the beginning of the period and will not change until the end of the period.

Rider 2008GWBL-EV is an optional rider available for an additional cost and provides for a guaranteed withdrawal benefit for life ("GWBL"). This rider is only available to participants when the Employer elects to include it as an option under the plan. The benefit is activated by amounts being allocated to GWBL-specific Variable Investment Options. Allocation to these options determines the GWBL Income Base under which guaranteed payments are derived. This benefit may be purchased on a single life or joint life basis.

The following table illustrates the specific forms that will be issued with Contract Form No. 2006BASE-I-A.

<u>Base Contract Form No.</u>	<u>Product Specific Data</u> <u>Pages</u>	<u>Endorsements</u>	<u>Rider</u>
2006BASE-I-A	2008DPTSA201	2008TSA-I 2008SDCA-EV	2008GWBL-EV 2008GWBL-EV

The Endorsements described above have been drafted in consultation with our tax counsel

We are also enclosing for your approval application form nos. 180-4000 and 180-4001 that will be used with this product. These forms are new and will be used with the referenced forms. Application 180-4000 will be used when the client has elected the Guaranteed Withdrawal Benefit for Life (GWBL) benefit, while form 180-4001 will be used when the benefit has not been elected at application by the client.

In addition, we have enclosed the Actuarial Basis Memorandum and a Memorandum of Variable Material. Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York. The required filing fee will be sent by express mail or EFT. We request that information contained in this letter and any attachments hereto be treated as confidential and be exempted from disclosure in accordance with the state's Freedom of Information law or other similar laws, and we be notified prior to any proposed release of this information.

If you have any questions or if you need additional information, you may contact me at (212) 314-3761 or Greg Prato at (212) 314-5710.

Sincerely,



Paul Bernitt  
Policy Form Manager

Paul A. Bernitt

SERFF Tracking Number: ELAS-125847392 State: Arkansas  
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 40480  
 Company Tracking Number: 2008SDCA-EV  
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
 Variable and Variable  
 Product Name: Equivest Series 201 for TSA  
 Project Name/Number: Equivest Series 201 for TSA/2008SDCA-EV

## Superseded Attachments

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

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Guaranteed Withdrawal Benefit For 10/07/2008 Life ("GWBL") Rider		Rider 2008GWBL- EV.pdf

## **GUARANTEED WITHDRAWAL BENEFIT FOR LIFE (“GWBL”) RIDER**

The term “Contract” as used in this Rider applies to either a Contract or Certificate. This Rider is part of your Contract, and the same definitions apply to the capitalized terms. There are new definitions in this Rider which are introduced below. The benefit described in this Rider is subject to all the terms contained in your Contract, except as modified below. This Rider is intended to be used with a TSA Contract. In this rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company and “you” and "your" mean the Owner.

### **I. This Rider’s Benefit**

This Rider is effective immediately and provides a Guaranteed Withdrawal Benefit for Life (“GWBL”) which guarantees that you can receive lifetime withdrawal amounts up to a maximum amount per Contract Year, provided amounts are allocated to the GWBL Variable Investment Options.

Under GWBL, we guarantee that you will be eligible to receive withdrawals while you are living, even if such withdrawals cause the GWBL Annuity Account Value, as defined below, to fall to zero. Withdrawals from your GWBL Annuity Account Value during each Contract Year are permitted up to the Guaranteed Annual Withdrawal Amount without causing an Excess Withdrawal (as defined below). If you elect withdrawals on a Joint Life basis we guarantee such withdrawals during your life and your spouse’s life if your spouse survives you. The terms and conditions of GWBL are set forth below.

This rider does not provide a Cash Value or any minimum Annuity Account Value attributable to your GWBL Income Base as defined below.

### **II. Definitions and Conditions of this Rider**

#### **A. Annuity Account Value**

For purposes of this GWBL Rider, your Annuity Account Value is comprised of (i) a GWBL Annuity Account Value and (ii) a Non-GWBL Annuity Account Value. Your GWBL Annuity Account Value means the sum of amounts held in the GWBL Variable Investment Options. Your Non-GWBL Annuity Account Value means the sum of amounts held in the Non-GWBL Investment Options. The GWBL Variable Investment Options are shown in the Data Page attached to this Rider.

#### **B. Automatic Payment Plan**

“Automatic Payment Plan” means a plan for periodic withdrawals up to the Guaranteed Annual Withdrawal Amount each Contract Year.

#### **C. Joint Life Contract**

“Joint Life Contract” means a contract under which GWBL withdrawals are calculated based on the lives of you and your spouse and under which GWBL withdrawals are guaranteed during the lives of you and your spouse. Payments made in accordance with Section II. I. under a supplementary contract will be made on a joint life basis only if you are still married as of the supplementary contract’s Benefit Transaction Date. “Spouse” for purposes of this Rider means

your opposite sex spouse as provided in the Federal Defense of Marriage Act (“DOMA”). DOMA precludes same sex married couples, domestic partners, and civil union partners from being considered married under federal law. Such individuals, therefore, are not entitled to the favorable tax treatment accorded spouses under federal tax law and would not benefit from the GWBL Joint Life Contract structure provided under this Rider.

**D. Single Life Contract**

“Single Life Contract” means a Contract under which withdrawals are guaranteed during your life.

**E. GWBL Income Base**

Your GWBL Income Base is used to determine your Guaranteed Annual Withdrawal Amount described below. Your GWBL Income Base is activated by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”) to the GWBL Variable Investment Options. The Transaction Date of your initial allocation to the GWBL Variable Investment Options is your “GWBL Activation Date.” The charge for this rider begins on the GWBL Activation Date. Once amounts are allocated to the GWBL Variable Investment Options, they may be transferred only among these Options. These limits are described in the GWBL Data Page which are attached to and are part of this Rider. No amounts may be transferred from your GWBL Variable Investment Options to non-GWBL Variable Investment Options.

Before withdrawals begin under this Rider, your GWBL Income Base is comprised of two components: 1) the Annual Ratchet Base and 2) the [5%] Rollup Base. On the last Business Day of each Contract Year we compare both the Annual Ratchet Base and the [5%] Rollup Base and apply the GWBL charge to the higher Base to determine the cost of the Rider.

Your Annual Ratchet Base and [5%] Rollup Base are both equal to your initial allocation to the GWBL Variable Investment Options. Thereafter, both Bases will increase by the dollar amount of any subsequent Contribution allocated to or transfer made to the GWBL Variable Investment Options. The way we calculate your Annual Ratchet Base and your [5%] Rollup Base is described below. When GWBL withdrawals begin, your GWBL Income Base will be established as the greater of the Annual Ratchet Base and the [5%] Rollup Base. After your GWBL Income Base is set at the higher amount, it will continue to increase based on Annual Ratchets.

*1. Annual Ratchet Base*

The Annual Ratchet Base is recalculated on each Contract Date Anniversary to equal the greater of (i) your GWBL Annuity Account Value, and (ii) your prior Annual Ratchet Base. The Annual Ratchet continues after GWBL withdrawals begin.

2. *[5%] Rollup Base*

The [5%] Rollup Base is credited each day with interest at an annual effective rate of [5%] ([2.5%] for the loan reserve account, if applicable) through the Business Day on which withdrawals begin under this Rider. Once withdrawals begin, your [5%] Rollup Base ends except as described in Section II. G.

**F. Guaranteed Annual Withdrawal Amount (“GAWA”)**

Your Guaranteed Annual Withdrawal Amount (“GAWA”) is equal to (a) the “Applicable Percentage” multiplied by (b) the GWBL Income Base (determined above).

Your “Applicable Percentage” is based on your age at the time of the first GWBL withdrawal and is set for the duration of this GWBL Benefit. If you elect to make GWBL withdrawals on a joint life basis rather than a single life basis, for a Joint Life Contract, the Applicable Percentage is based on your age or your spouse’s age, whoever is younger. The Applicable Percentage is shown in the GWBL Data Pages.

You may not take a withdrawal under this Rider until amounts allocated to the GWBL Variable Investment Options are no longer subject to Section 5.03 of your Contract (“Restrictions on Withdrawals, Distributions and Other Payments”). If these amounts are no longer subject to such restrictions because of the following, you may begin withdrawals under this Rider:

- (i) you have attained age [55] and you have severed from employment with your Employer or;
- (ii) you have attained age [55] and you are or have become disabled within the meaning of Section 72(m)(7) of the Code at any age; or,
- (iii) you have attained age 59 ½, even if still employed.

For Joint Life Contracts, in addition to your meeting one of the above requirements, your spouse must have attained age [55].

**G. Excess Withdrawal**

Any withdrawal, including a hardship withdrawal or a withdrawal due to disability, from the GWBL Annuity Account Value that causes cumulative withdrawals in a Contract Year to exceed the current GAWA is an “Excess Withdrawal.” Once a withdrawal from the GWBL Annuity Account Value exceeds the GAWA, the entire amount of the withdrawal and any subsequent withdrawal from the GWBL Annuity Account Value in the same Contract Year is an Excess Withdrawal. If you take less than the GAWA in any Contract Year, you may not add the remainder to your GAWA in any subsequent Contract Year.

If you make an Excess Withdrawal, we recalculate your GWBL Income Base and the GAWA. The withdrawal reduces your GWBL Income Base on a pro-rata basis. The GAWA is recalculated to equal the Applicable Percentage multiplied by the reduced GWBL Income Base. Reduction on a pro-rata basis means we calculate the percentage of your GWBL Annuity Account Value that is withdrawn and reduce your Income Base by the same percentage.

If you are under age [55], all withdrawals from the GWBL Annuity Account Value are Excess Withdrawals. However this does not cause the GWBL Income Base or the Applicable Percentage to be set for the Contract. Both the Annual Ratchet and the [5%] Rollup Bases are reduced on a pro-rata basis as described above. The [5%] Rollup Base and Annual Ratchet Base will then continue until GWBL withdrawals begin.

If you are age [55] or older and you take a hardship withdrawal, such withdrawal begins your GWBL withdrawals under this Rider.

An Excess Withdrawal may be subject to Withdrawal Charges if it exceeds the Free Withdrawal Amount described below. An Excess Withdrawal that reduces your GWBL Annuity Account Value to zero terminates this Rider, including all benefits, without value.

#### **H. Free Withdrawal Amount**

Your Free Withdrawal Amount is equal to the greater of (i) [10%] of your GWBL Annuity Account Value and Non-GWBL Annuity Account Value, and (ii) your GAWA.

#### **I. Effect of your Annuity Account Value Falling to Zero**

If either of the following happens while you are living and this Rider is in effect: (i) you make a withdrawal for an amount that is equal to or exceeds the GWBL Annuity Account Value but is not an Excess Withdrawal, or (ii) the GWBL Annuity Account Value falls to zero due to the deduction of a Contract charge, you will receive payments equal to your GAWA as long as there is a GWBL Income Base.

If and when the above occurs and the Non-GWBL Annuity Account Value falls to zero, the date of any such event is the "Benefit Transaction Date" for purposes of this Rider. As of the Benefit Transaction Date, your Contract will be cancelled and a supplementary life annuity contract setting forth your continuing benefit will be issued to you, as further described below.

If, on the Benefit Transaction Date, you were taking payments through an Automatic Payment Plan, the frequency of payments after the Benefit Transaction Date is as described in Part III of this Rider.

If you were not taking payments through an Automatic Payment Plan, then any remaining balance of the GAWA for the Contract Year in which your GWBL Annuity Account Value was reduced to zero will be paid to you in a lump sum on the Benefit Transaction Date and GAWAs will continue to be made for the full amount thereafter on an annual basis through our Maximum Payment Plan.

You are the Owner and Annuitant when a supplementary life annuity contract is issued on a Single Life basis. If you elected a Joint Life Contract, we will issue the supplementary contract with you as the Owner and Annuitant and your spouse as the Joint Annuitant. If you are no longer married on the Benefit Transaction Date, you must notify us in writing of this fact.

If your GWBL Annuity Account Value falls to zero and you have Non-GWBL Annuity Account Value remaining, you will receive payments under this Rider equal to your GAWA as long as there is a GWBL Income Base. You may take withdrawals from your Non-GWBL Annuity Account Value in excess of your GAWA without causing an Excess Withdrawal.

### **Part III. Withdrawals under Automatic Payment Plans**

Withdrawals under an Automatic Payment Plan may not start sooner than [28] days after your Contract Date. You must be at least age [55] to elect an Automatic Payment Plan.

You may elect to receive automatic payments based on any of the following frequencies: [monthly, quarterly or annually]. The frequency you elect determines the amount of the GAWA you receive on each scheduled payment date.

You may elect one of the following Automatic Payment Plans to receive your GAWA. If you take a lump sum withdrawal once you have elected an Automatic Payment Plan, the Plan will terminate for that and subsequent Contract Years. You may re-elect an Automatic Payment Plan in the following Contract Year provided your GWBL Annuity Account Value has not fallen to zero, as described in this Rider.

**Maximum Payment Plan:** The Maximum Payment Plan withdraws the full GAWA each Contract Year. Payments are based on the frequency you elect under this plan. Each scheduled payment is equal to your GAWA divided by the number of scheduled payments per Contract Year. Any payments that are to be made after the GWBL Annuity Account Value falls to zero and there is GWBL Income Base remaining, as described in this Rider, will continue on the same frequency.

**Customized Payment Plan:** The Customized Payment Plan withdraws a fixed amount that is not more than the GAWA. Payments are based on the amount and frequency of the payment you elect under this plan. If a withdrawal is taken from your GWBL Annuity Account Value in the same Contract Year prior to enrollment in the Customized Payment Plan, this withdrawal will not be factored into determining your GAWA for purposes of the Customized Payment Plan and may cause an Excess Withdrawal. If payments are to be made after your GWBL Annuity Account Value falls to zero and there is GWBL Income Base remaining, while you are taking payments under the Customized Payment Plan, then the remaining balance of the GAWA for the Contract Year in which your GWBL Annuity Account Value fell to zero will be paid in a lump sum and payments equal to the GAWA will continue to be made thereafter in the same frequency as on the Benefit Transaction Date beginning on the next Contract Date Anniversary.

### ***Lifetime Required Minimum Distributions***

When the lifetime Required Minimum Distribution (“RMD”) Rules described in Section 7.08A of your Contract (“Required Minimum Distribution Rules – Payments During Your Life”) apply to your Contract, and you elect our RMD Automatic Withdrawal Option, any lifetime required minimum distribution payment we make to you under our RMD Automatic Withdrawal Option will not be treated as an Excess Withdrawal. When electing our RMD Automatic Withdrawal Option, amounts from both your GWBL Annuity Account Value and Non-GWBL Annuity Account Value are used to determine your lifetime required minimum distribution payment each year.

If you elect either of our Automatic Payment Plans (the Maximum Payment Plan or the Customized Payment Plan) and our RMD Automatic Withdrawal Option, and if the GAWA is insufficient to satisfy the required minimum distribution payment, we will withdraw the remainder from the Non-GWBL Annuity Account Value, if any. If the sum of the GAWA and the Non-GWBL Annuity Account Value is still insufficient to satisfy the required minimum distribution payment, we will make a payment in addition to the GAWA from the GWBL Annuity Account Value if necessary to meet the lifetime required minimum distribution amount for the calendar year for this Contract. The combined Automatic Payment Plan payments and additional GWBL Annuity Account Value withdrawal needed to meet your lifetime required minimum distribution payment will not be treated as Excess Withdrawals. However, any lump sum withdrawals from the GWBL Annuity Account Value (other than or in addition to this additional GWBL Annuity Account Value payment necessary to satisfy the RMD) taken in the same Contract Year will be treated as an Excess Withdrawal

If you elect our RMD Automatic Withdrawal Option and do not elect one of our Automatic Payment Plans, that is, you elect to take your GAWA in lump sum withdrawals, if the GAWA is insufficient to satisfy the required minimum distribution payment, we will withdraw the remainder from the Non-GWBL Annuity Account Value, if any. If the sum of the GAWA and Non-GWBL Annuity Account Value is insufficient to satisfy the required minimum distribution payment, we will make an additional payment from your GWBL Annuity Account Value if necessary to meet the lifetime required minimum distribution amount for the calendar year for this Contract. Any lifetime required minimum distribution amount withdrawal you make under our RMD Automatic Withdrawal Option will not be treated as an Excess Withdrawal. However, any lump sum withdrawals from the GWBL Annuity Account Value (other than in addition to this additional payment from the GWBL Annuity Account Value necessary to satisfy the RMD) taken in the same Contract Year will be treated as an Excess Withdrawal.

If you do not elect our RMD Automatic Withdrawal Option and if your GAWA is insufficient to satisfy the required minimum distribution payment, any additional withdrawal taken in the same Contract Year from your GWBL Annuity Account Value will be treated as an Excess Withdrawal.

#### **Part IV. Loans**

If you are permitted to request a loan as described in Section 5.05 of your Contract (“Loans”), the following describes the effect of loans on your GWBL Annuity Account Value.

Loans will be funded first from your non-GWBL Annuity Account Value. If there is insufficient value in your non-GWBL Annuity Account Value to implement the loan request, the remaining loan amount will be taken from the GWBL Annuity Account Value. Amounts are transferred to the “Loan Reserve Account” described in Section 5.05 of your Contract. Amounts transferred from your GWBL Annuity Account Value that would otherwise cause the [5%] Rollup Base to roll up at [5%] as described above in Section II. E of this Rider will instead roll up at [2.5%] while the loan is outstanding.

Loans funded from your GWBL Annuity Account Value must be repaid before GWBL payments under this Rider may begin. You may not take a withdrawal under this Rider while you have a loan outstanding except as provided in either of the following cases: (i) the entire amount of the loan was funded through your Non-GWBL Annuity Account Value, or (ii) regardless of from which part of your Annuity Account Value your loan was funded, the withdrawal is due to financial hardship. If a loan funded wholly or in part through your GWBL Annuity Account Value is no longer outstanding because it has defaulted instead of being repaid in full, withdrawals from the GWBL Annuity Account Value may still begin. You may repay the amount due on the defaulted loan, including interest on the unpaid balance which continues to accrue under the Code. We will apply all loan repayments first to your GWBL Annuity Account Value until the amount allocated to the GWBL Annuity Account Value is repaid before we allocate any loan repayments to Non-GWBL Annuity Account Value. The defaulted loan may be considered an Excess Withdrawal.

#### **Part V. Joint Life Contracts Split By Court Order**

If required under an applicable court order relating to a divorce, we will withdraw the amount specified in such order. If your Contract was structured as a Joint Life Contract and withdrawals under this Rider had not begun we will adjust your Applicable Percentage to a Single Life Contract basis. If withdrawals had begun, we will not make any adjustment to your Applicable Percentage.

#### **Part VI. Payment Upon Death**

The Death Benefit is equal to (i) your total Annuity Account Value which is the sum of both (a) your GWBL Annuity Account Value and (b) your Non-GWBL Annuity Account Value, or if greater, (ii) the Guaranteed Minimum Death Benefit described in Section 6.02 of your Contract (“Payment Upon Death”). Any withdrawal from either your GWBL Annuity Account Value or your Non-GWBL Annuity Account Value, including a withdrawal from your GWBL Annuity Account Value causing an Excess Withdrawal, reduces your Guaranteed Minimum Death Benefit on a pro-rata basis. Reduction on a pro-rata basis means we calculate the percentage of your Annuity Account Value that is withdrawn and reduce your death benefit by the same percentage.

##### **1) *Single Life Contract***

Under a Single Life Contract, upon your death, we will pay the death benefit to your Beneficiary as described in Part VI of the Contract and this Rider terminates.

2) *Joint Life Contract*

Under a Joint Life Contract, upon your death, we will pay the death benefit to your spouse as described in Part VI of the Contract. Alternatively, your spouse may elect to continue your Contract under the GWBL Beneficiary Continuation Option (“GWBL BCO”). If such an election is made, we may require your Employer’s written consent.

Upon election of GWBL BCO the total of your GWBL Annuity Account Value and non-GWBL Annuity Account Value will be increased to the Guaranteed Minimum Death Benefit if such amount is greater than these Annuity Account Values. If your Annuity Account Values are increased, the amount of the increase will be allocated among the Investment Options on a pro-rata basis. If applicable, your GWBL Income Base will ratchet to the GWBL Annuity Account Value on the next Contract Date Anniversary.

Since the Death Benefit has been paid, Withdrawal Charges are no longer applicable under the Contract.

GWBL BCO payments will be the greater of (i) payments derived from the application of your Death Benefit to our Beneficiary Continuation Option (“BCO”) described in the Endorsement Applicable to TSA Contracts and (ii) your GAWA. The BCO component of this comparison is based on the age of your surviving spouse. If you were enrolled in one of the Automatic Payment Plans, GWBL BCO payments would continue to be made to your spousal beneficiary in that manner as described in Part III of this Rider. The charge for this Rider will continue to be deducted as described in Part VII of this Rider.

Upon the death of your spousal beneficiary, the comparison of payment amounts described in the previous paragraph ends. The named beneficiary can elect to continue to receive the BCO payments or receive any remaining Annuity Account Value in a lump sum.

If on the Benefit Transaction Date, described in Part II. I of this Rider, a supplementary contract is issued, and there is remaining Guaranteed Minimum Death Benefit (“GMDB”), the GMDB will continue under the supplementary contract and will be adjusted on a dollar for dollar basis by payments we make under such Contract.

## VII. The Cost of this Rider

The charge for this Rider is shown below.

The charge for this GWBL Rider is a percentage of the GWBL Income Base, as shown below, determined and deducted on the last Business Day of each Contract Year. Before GWBL withdrawals begin and your GWBL Income Base is set as described in Section II. E. of this Rider, on the last Business Day of each Contract Year we compare both the Annual Ratchet Base and the [5%] Rollup Base and apply the GWBL charge to the higher Base to determine the cost of the Rider. The GWBL Rider charge increases with attained age as shown below:

<b>Attained Age on the last Business Day of your Contract Year</b>	<b>Rider Charge</b>
[Less than 30	[0.15%
30 – 39	0.35%
40-54	0.55%
55 and older]	0.75%]

The above charges will be deducted from the GWBL Annuity Account Value in the GWBL Variable Investment Options on a pro rata basis. The charge is not pro-rated in the first Contract Year in which your GWBL Annuity Account Value is activated.

We will deduct the above charge for the portion of any Contract Year in which this benefit is terminated (i) pursuant to a Death Benefit being paid in accordance with Section 6.02 of the Contract, (ii) the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or (iii) the Contract is surrendered pursuant to Section 5.02 of the Contract.

## VIII. Traditional Annuity Option

In accordance with Part VII (“Annuity Benefits”) of your Contract, you may elect to apply your Annuity Account Value to a traditional annuity benefit. If GWBL payments have begun under your Contract and if you have amounts in both your GWBL Annuity Account Value and non-GWBL Annuity Account Value, both amounts must be applied to an annuity benefit. If you have an amount remaining in your non-GWBL Annuity Account Value and your GWBL Annuity Account Value has fallen to zero you will receive a supplementary contract for your GAWA and a separate supplementary contract for the traditional annuity benefit to which you elect to apply your non-GWBL Annuity Account Value.

## IX. Maturity Date – Effect on GWBL

The Maturity Date may not be later than the Contract Date Anniversary which follows your [95<sup>th</sup>] birthday (see Section 7.02). The Maturity Date is based on your date of birth and will not change under the Contract except as described in Section 7.02.

We will notify you in the Contract Year that is at least one year prior to the year in which the Maturity Date occurs so that you may make an election. You may elect (i) for both or either of your GWBL Annuity Account Value and your Non-GWBL Annuity Account Value an Annuity Benefit in any form we are then offering as described in Part VII of the Contract, or (ii) for both or either of your GWBL Annuity Account Value and your Non-GWBL Annuity Account Value a lump sum distribution of the Annuity Account Value or (iii) for your GWBL Annuity Account Value only, the GWBL Maturity Date Annuity Benefit described below. If you elect the GWBL Maturity Date Annuity Benefit for your GWBL Annuity Account Value, and you neither elect a lump sum distribution nor an Annuity Benefit for any Non-GWBL Annuity Account Value remaining at the Maturity Date, we will apply such Non-GWBL Annuity Account Value to the Normal Form of Annuity Benefit described in Part VII of the Contract.

The GWBL Maturity Date Annuity Benefit compares (i) your GAWA and (ii) the amount you would receive if you had applied your GWBL Annuity Account Value on the Maturity Date to the guaranteed annuity rates for a life annuity with no period certain and provides periodic payments of the higher resulting amount. The higher resulting amount is fixed and does not change after payments begin.

**X. Termination Of This Rider**

This rider may not be voluntarily terminated. This Rider will terminate if: (i) the Contract terminates, (ii) an Excess Withdrawal reduces your Annuity Account Value to zero, or (iii) termination is required by an endorsement to your Contract.

Upon the termination of this Rider, the charge for the Benefit, as shown in Part VII, ends.

**AXA EQUITABLE LIFE INSURANCE COMPANY**



Christopher M. Condrón  
Chairman and Chief Executive Officer



Karen Field Hazin, Vice President,  
Secretary and Associate General Counsel

**GWBL Data Pages**

**1) The GWBL Variable Investment Options (Section II. A.)**

- [GWBL AXA Aggressive Allocation
- GWBL AXA Conservative Allocation
- GWBL AXA Conservative-Plus Allocation
- GWBL AXA Moderate Allocation
- GWBL AXA Moderate-Plus Allocation
- GWBL EQ/Franklin Templeton Founding Strategy]

**Allocation Limits**

***Allocation limits applicable to Contract Owners who are ages 59 and less on the Contract Date***

In the [first] Contract Year, you may apply amounts to the GWBL Variable Investment Options up to the limits described in your Contract Data Pages. After the [first ]Contract Year, until you attain age 60, your allocations are limited to a total of [\$200,000] for allocation to the GWBL Variable Investment Options. “Allocation” means any Contributions to or transfers from the Non-GWBL Investment Options to the GWBL Variable Investment Options. This [\$200,000] limit does not apply to amounts allocated in the first Contract Year.

***Allocation limits applicable to Contract Owners who are ages 60 and older on the Contract Date***

Transfers from the Non-GWBL Variable Investment Options and Contributions which are not remitted by the Employer or the Employer’s Designee are not permitted into the GWBL Variable Investment Options.

Once withdrawals begin under this Rider, you may not transfer amounts into the GWBL Variable Investment Options. If you were transferring amounts in the GWBL Variable Investment Options under our Special Dollar Cost Averaging Program, when you elect to begin GWBL withdrawals, such election will terminate any Special Dollar Cost Averaging Program and all amounts will be transferred out including amounts being allocated to the GWBL Variable Investment Options before your GWBL withdrawals begin.

Designated Roth Contributions may not be allocated to the GWBL Variable Investment Options.

**2) Applicable Percentage (Section II. F.)**

Applicable Percentage → Ages ↓	Single Life Contract	Joint Life Contract
[55-59	[4%	[3.5%
59 ½ and over]	5%]	4.5%]

**3) Normal Form of Annuity (Section IX): GWBL Maturity Date Annuity Benefit**