

SERFF Tracking Number: ELAS-125880389 State: Arkansas
Filing Company: AXA Equitable Life and Annuity Company State Tracking Number: 40730
Company Tracking Number: 2008EDC-I
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Equivest Series 201 for EDC
Project Name/Number: Equivest Series 201 for EDC/2008EDC-I

Filing at a Glance

Company: AXA Equitable Life and Annuity Company

Product Name: Equivest Series 201 for EDC SERFF Tr Num: ELAS-125880389 State: ArkansasLH

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed State Tr Num: 40730

Variable and Variable

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: 2008EDC-I

State Status: Withdrawn

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Frank E Fernandez

Disposition Date: 11/06/2008

Date Submitted: 10/30/2008

Disposition Status: Withdrawn

Implementation Date Requested: 11/19/2008

Implementation Date:

State Filing Description:

General Information

Project Name: Equivest Series 201 for EDC

Project Number: 2008EDC-I

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 Other Group Market Type:

State Status Changed: 11/06/2008

Corresponding Filing Tracking Number:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/06/2008

Deemer Date:

Filing Description:

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We are filing for your approval the above referenced flexible premium deferred combination fixed and variable annuity forms. These forms are new and will not replace any existing forms.

Upon approval, the referenced forms will be issued with a previously approved Contract/Certificate approved by the Department. 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 457(b) Employee Deferred Compensation (EDC) Plans. Please see the attached Filing Letter for a detailed explanation.

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 and Annuity Company CoCode: 62880 State of Domicile: Colorado
 Administrative Office Group Code: 968 Company Type: Life Insurance
 1290 Avenue of the Americas, 14-10
 New York, NY 10104 Group Name: State ID Number:
 (212) 314-2921 ext. [Phone] FEIN Number: 13-3198083

Filing Fees

Fee Required? Yes
 Fee Amount: \$60.00
 Retaliatory? No
 Fee Explanation: AR Fee \$20.00 per form. 3 Forms.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life and Annuity Company	\$60.00	10/30/2008	23582346

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Disposition

Disposition Date: 11/06/2008

Implementation Date:

Status: Withdrawn

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Filing Fee Transmittal		Yes
Supporting Document	Variable Text Memorandums		Yes
Supporting Document	Filing Letter		Yes
Form	Data		Yes
Form	Endorsement Applicable to EDC Contracts		Yes
Form	Application for 457(b) EDC		Yes

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Disposition

Disposition Date: 10/31/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Note To Reviewer

Created By:

Frank E Fernandez on 11/06/2008 09:09 AM

Last Edited By:

Frank E Fernandez

Submitted On:

11/06/2008 09:09 AM

Subject:

Please Withdraw This Filing

Comments:

This is in regards to my note of 11/05/2008. It appears that the Filing Company cannot be changed on SERFF. Therefore, the filing must be redone.

Please withdraw the approval for this filing from your Department. It was inadvertently filed under "AXA Equitable Life and Annuity Company". It should have been filed under "AxA Equitable Life Insurance Company". A corrected filing will be sent to your Department via SERFF today.

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Note To Reviewer

Created By:

Frank E Fernandez on 11/05/2008 10:03 AM

Last Edited By:

Frank E Fernandez

Submitted On:

11/05/2008 10:03 AM

Subject:

Filing Company Question

Comments:

Thank You so much for your prompt approval of this form filing. It has just come to our attention that, while preparing this SERFF submission, the incorrect filing company was selected. I selected "AXA Equitable Life and Annuity Company" instead of "AXA Equitable Life Insurance Company". Please advise, is there a way that this can be corrected in your records without having to resubmit in full?

Thanks, look forward to your response.

Frank E. Fernandez

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Form Schedule

Lead Form Number: 2008EDC-G/I

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	2008DPED C201-I	Data/Declar	Data ation Pages	Initial		0	2008 EDC 201 Data Pages Individual - FINAL.pdf
	2008EDC-I	Certificate	Endorsement Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	2008EDC-I _SERIES 201 EDC ENDORSEM ENT FINAL _Ind.pdf
	Form No. 180-4002	Application/ Enrollment Form	Application for 457(b) EDC	Initial		0	App 180-4002 EQ201 EDC.pdf

DATA

PART A -- This part lists your personal data.

Participant: [JOHN DOE] Age: [60] Sex: [Male]

Beneficiary: [JANE DOE]

Contract Number: [200812345]

Endorsements Attached:

[Market Segment Endorsements]

[Endorsement Applicable to EDC Contracts]

[Investment Options Endorsements]

[Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging]

Issue Date: [January 1, 2009]

Contract Date: [January 1, 2009]

Maturity Date: [January 1, 2044]

The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95th] 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, 2009]]

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2009;
Annual Guaranteed Interest Rate	3.00% through December 31, 2009]
Lifetime Minimum Guaranteed Interest Rate	[2.75%]

Contribution Limits (see Section 3.02): Initial Contribution minimum is [\$20].

Subsequent Contribution minimum is [\$20]. 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.

Contributions limits are subject to the terms of your plan.

[We may refuse to accept any Contribution if the sum of all Contributions under all “EQUI-VEST Series” Contract/Certificate with the same Participant or Employer would then total more than [\$1,500,000]. If we accept any such Contribution under this Contract, your Investment Options may be limited to the following: [AXA Aggressive Allocation, AXA Conservative Allocation, AXA Conservative-Plus Allocation, AXA Moderate Allocation, AXA Moderate-Plus Allocation, EQ/Franklin Templeton Founding Strategy, the Guaranteed Interest Option, and the Account for Dollar Cost Averaging.]

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.

- **Variable Investment Options** **Allocation Percentage**

Investment Options available. Your initial allocation percentage is shown:

Investment Options	Type	Allocation Percentage
[AXA Aggressive Allocation	Type A	[25%]
AXA Conservative Allocation	Type B	
AXA Conservative-Plus Allocation	Type B	
AXA Moderate Allocation	Type A	
AXA Moderate-Plus Allocation	Type A	
EQ/AllianceBernstein Quality Bond	Type B	
EQ/AllianceBernstein Common Stock	Type A	
EQ/Boston Advisors Equity Income	Type A	
EQ/Calvert Socially Responsible	Type A	
EQ/Davis New York Venture	Type A	
EQ/Equity 500 Index	Type A	
EQ/Evergreen International Bond	Type B	
EQ/Franklin Templeton Founding Strategy	Type A	
EQ/Franklin Income	Type B	
EQ/GAMCO Small Company Value	Type A	
EQ/International Core PLUS	Type A	

EQ/Large Cap Core PLUS	Type A	[25%]
EQ/Large Cap Growth PLUS	Type A	
EQ/Long Term Bond	Type B	
EQ/Marsico Focus	Type A	
EQ/Mid Cap Value PLUS	Type A	
EQ/Money Market	Type B	
EQ/Mutual Shares	Type A	
EQ/PIMCO Real Return	Type B	
EQ/Small Company Index	Type A	
EQ/T. Rowe Price Growth Stock	Type A	
EQ/Templeton Growth	Type A	
EQ/Van Kampen Emerging Markets Equity	Type A	
EQ/Van Kampen Mid Cap Growth	Type A	
Multimanager Core Bond	Type B	
Multimanager Health Care	Type A	
Multimanager High Yield	Type B	
Multimanager Large Cap Value	Type A	
Multimanager Technology	Type A	
Target 2015 Allocation	Type A	
Target 2025 Allocation	Type A	
Target 2035 Allocation	Type A	
Target 2045 Allocation]	Type A	[25%]

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

- **Guaranteed Interest Option** [25%]

[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]

Fixed Maturity Options are not available under this Contract.

Total: [100%]

Transfer Rules (see Section 4.02):

If you have elected the Guaranteed Interest Option and any Type B Investment Option, whether or not amounts have actually been placed in any such Investment Option, then the maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Participation Year is:

[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 the current 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, if elected. If such amount is required to be withdrawn from the Account for Special Dollar Cost Averaging, it will end the Special Dollar Cost Averaging Program.

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 so advise you and we have the right to pay you such value. In that case, this Contract will terminate.

This Contract 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.
[Joint and Survivor Life Annuity] on a unisex basis.

[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.

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

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 an unforeseeable emergency;
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] up to a maximum of \$65. We will deduct a charge 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 and/or Certificates 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 Charge (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 Variable 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 Fees (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 or Certificate of another carrier on a pro-rata basis from the Variable Investment Options and the Guaranteed Interest Option. This charge may change, subject to a maximum of \$65 per occurrence.

AXA EQUITABLE LIFE INSURANCE COMPANY
ENDORSEMENT APPLICABLE TO EDC 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 issued as a funding vehicle for a plan under Section 457(b) of Code (an “EDC Contract”). The provisions of this Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

PART I - DEFINITIONS

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 an “EDC Contract” intended to qualify as an annuity contract that meets the requirements of Section 457(b) of the Code, and is intended to be purchased in connection with an Employer’s plan under Section 457(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 this Contract purchased under the Plan for an Annuitant who is a participant under the Plan.

The following language replaces the existing language in the Section:

SECTION 1.12 EMPLOYER

"Employer" means one of the following types of entity which is eligible to adopt, has adopted, and maintains a Plan: (i) a State, a political subdivision of a State, or an agency or instrumentality of a State or political subdivision of a State ("Governmental Employer") or (ii) any other organization (other than a governmental unit) exempt from tax under the Code ("Tax Exempt Employer").

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 GOVERNMENTAL EMPLOYER PLAN

"Governmental Employer Plan" means a Plan established and maintained by a Governmental Employer and is described in Section 457(g) of the Code.

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.

The following language replaces the last sentence of the existing language in the Section:

SECTION 1.16 NON-NATURAL OWNER

There is no ownership change under a Contract to the Annuitant or any successor Annuitant unless permitted by applicable law and the terms of the Plan. In such case the Annuitant determines the benefits under the EDC Contract.

The following language replaces the existing language in the Section:

SECTION 1.17 OWNER

The Owner of this Contract is the person named in our records as designated in the application or in the transfer of ownership form, if so transferred subsequent to the issuance of this Contract. In the case of a Governmental Employer Plan, the Owner may be the trustee of a trust holding assets of the Plan. If the Owner of this Contract is the Plan Trust and by terms of the Trust Agreement, the Employer has the rights, duties and/or responsibilities in this Contract, “you” and “your” mean the Employer. In the case of a Governmental Employer Plan, the Owner may alternatively be the Employer deemed as trustee of the Plan pursuant to Section 401(f) of the Code. If the Owner of this Contract is subsequently changed to the Annuitant, if and as permitted by applicable law and the terms of the Plan, this Contract may not be transferred or assigned to any other person in whole or in part. Subject to our approval, the Owner may designate another person to exercise rights under the Contract.

The following new Section is added:

SECTION 1.17A OWNER’S DESIGNEE

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

The following language replaces the existing language in the Section:

SECTION 1.18 PLAN

"Plan" refers to an "Eligible Deferred Compensation Plan" meeting the requirements of Section 457(b) of the Code which is established and maintained by an Employer for the benefit of individuals performing services for the Employer and their beneficiaries. There are two types of Plans: “Governmental Employer Plans” and “Tax Exempt Employer Plans.”

The following new Section is added:

SECTION 1.18A PLAN TRUST

“Plan Trust” means a trust, if any, adopted by the Employer for the Plan, to hold this Contract for the exclusive benefit of Plan participants and their beneficiaries in accordance with the provisions of the Plan.

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 457(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.

The following new Section is added:

SECTION 1.22A TAX EXEMPT EMPLOYER PLAN.

“Tax Exempt Employer Plan” means a Plan established and maintained by a Tax Exempt Employer which has adopted and maintains a Plan for a select group of management or highly compensated employees within the meaning of the Employee Retirement Income Security Act of 1974, as amended.

The following new Section is added:

SECTION 1.23A TRUST AGREEMENT

“Trust Agreement” means an agreement evidencing the Plan Trust, if applicable.

PART III – CONTRIBUTIONS AND ALLOCATIONS

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

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

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.

The Employer makes Contributions from time to time pursuant to the terms of the Plan. The Annuitant may allocate Contributions to, or transfer among the Investment Options available under this Contract, unless otherwise indicated to us by the Owner or its Designee.

a) Provisions applicable to Contracts funding both Governmental and Tax Exempt Employer Plans.

Two types of Contributions may be made to this Contract, if and as permitted by the Plan. Contributions determined by reference to the Plan participant's compensation and contributions of funds directly transferred from another Plan of the same type or other funds invested under the Employer's Plan.

Contributions to the Contract determined by reference to compensation are limited to the maximum amount that may be contributed for an Annuitant for any taxable year under Section 457 of the Code.

If we determine that any Contributions would cause this Contract not to qualify under Section 457 of the Code, we reserve the right to refuse to accept any such Contributions.

b) Additional provisions applicable to Contracts funding Governmental Employer Plans

The Employer, or the Plan Trust if the Plan Trust is the Owner and is so authorized by the terms of the Trust Agreement, makes Contributions with respect to compensation from time to time pursuant to the terms of the Plan.

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.

Rollover Contributions may not be made to this Contract unless permitted by the terms of the Plan, and the Employer, Employer's Designee, Owner or Owner'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), 457(b)(8), 457(b)(10), 408(d)(3) and 457(e)(16).

PART V - WITHDRAWALS AND TERMINATION

The following language replaces the existing language in the Section:

SECTION 5.02 CONTRACT TERMINATION

Subject to any restrictions under the terms of the Plan, the Employer or Plan Trust if the Plan Trust is the Owner and is so authorized by the terms of the Trust Agreement, may elect by written notice to terminate this Contract. We will pay the Cash Value or Annuity Account Value to the Employer or as applicable, the Plan Trust if the Plan Trust is the Owner and is so authorized by the terms of the Trust Agreement to receive the Cash Value or Annuity Account Value. Where the Owner is the Annuitant, the advance written approval of the Employer or the Plan Trustee may be required to make payment to the Annuitant or other payee. We will determine the Cash Value of this Contract as of the Transaction Date.

If this Contract is terminated, surrendered or exchanged prior to the Maturity Date, we reserve the right to deduct a charge for taxes, if one would apply, as described in the Charge for Taxes section of this Contract.

We will pay either the Cash Value or Annuity Account Value, as applicable, directly to the Employer or the Plan Trust if the Plan Trust is the Owner and is so authorized by the terms of the Trust Agreement to receive the Cash Value or Annuity Account Value, unless such Employer or Plan Trust, as applicable, gives us written notice at the time of termination that it requests us to make payment to the Annuitant or other person, and that such payment is permissible under the Plan.

If permitted by the Plan, the recipient plan and the Code, you or your Designee may request us to directly transfer amounts from this Contract to another 457(b) funding vehicle of the same type. In the case of both types of Plans, this request may be made for Contract exchange under the same Plan, or a plan-to-plan direct transfer. In the case of a Governmental Employer Plan only, a request may also be made for a direct transfer to purchase permissive service credits. We will not process transfers until we receive the documentation we require.

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

The following new Section is added:

SECTION 5.03 RESTRICTIONS ON WITHDRAWALS, DISTRIBUTIONS AND OTHER PAYMENTS

No amount may be withdrawn, distributed or paid from this 457(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.

- a) *Tax Exempt Employer Plans.* Except as otherwise permitted under Section 457 of the Code and in accordance with the terms of the Plan, amounts will not be made available to Plan participants or their beneficiaries earlier than (i) the calendar year in which the Plan participant attains age 70 ½, (ii) when the Plan participant has a severance from employment with the Employer, (iii) if permitted by the Plan, when the Plan participant is faced with an unforeseeable emergency (within the meaning of applicable federal income tax Regulations), (iv) when permissible distributions must be made pursuant to a qualified domestic relations order or (v) in the case of Plan termination.
- b) *Governmental Employer Plans:* Except as otherwise permitted under Section 457 of the Code and in accordance with the terms of the Plan, amounts will not be paid to Plan participants or their beneficiaries earlier than (i) the calendar year in which the Plan participant attains age 70 ½, (ii) when the Plan participant has a severance from employment with the Employer, (iii) when the Plan participant is faced with an unforeseeable emergency (within the meaning of applicable federal income tax Regulations), (iv) when permissible distributions must be made pursuant to a qualified domestic relations order or (v) in the case of Plan termination.

The following new Section is added:

SECTION 5.04 DIRECT ROLLOVER OPTION - GOVERNMENTAL EMPLOYER PLANS ONLY

The Annuitant may elect to have all or any portion of the Cash Value paid directly to another “eligible retirement plan” in a “direct rollover transaction” as these terms are defined in Sections 457(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 the benefit of the Annuitant (or for the benefit of the Annuitant’s 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 the Annuitant 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 distribution due to an unforeseeable emergency, except as otherwise permitted under 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.

If the Plan permits contract terminations due to a small account balances, if the balance is more than \$1,000 and the Annuitant does elect to either (i) receive the distribution him/her self 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 - GOVERNMENTAL EMPLOYER PLANS ONLY

General:

Unless otherwise restricted by the Plan or the Code, and subject to your approval, the Annuitant may effect a loan under this Contract before the election and commencement of Annuity Benefits. The 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 the loans. The Annuity Account Value (including the "Loan Reserve Account" as described below) will be the sole security for the loan.

A loan is effective on the date we specify, according to our then current procedures, after we approve the Loan Request Form. The Loan Request Form, together with the loan confirmation notice, will be the 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. We reserve the right not to permit a new loan if a previous loan was defaulted, until the entire outstanding amount due on such defaulted loan is fully repaid.

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 are outstanding for the Annuitant under all qualified plans of

the Employer and other 457(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 457(b) plan funding vehicles or any other qualified plan that the Annuitant has 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 457(b) plan funding vehicles or other qualified plan of the Employer on the Loan Effective Date.
- (B) The greater of (i) one half the present value of the Annuitant's nonforfeitable accrued benefit under all of the 457(b) plan funding vehicles or other qualified plans of the Employer or (ii) \$10,000.

Loan Term:

The loan term will be for a maximum of five years. If the Annuitant states on the Loan Request Form that the purpose of the loan is to purchase the Annuitant's principal residence, the 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 the 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.

Unless the Employer or the Employer's Designee specifies otherwise, the Annuitant may specify on the Loan Request Form from which Investment Option(s) the Loan Reserve Account will be funded. In the absence of direction, or if the 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 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.

Until after repayment of your loan then due, including interest due but not paid, (i) no withdrawals may be made from any part of the Cash Value, (ii) no transfers of amounts among Investment Options may be made, (iii) no transfers may be made from this Contract to another 457(b) plan or 457(b) plan funding vehicle, (iv) nor may amounts be rolled over to another eligible retirement plan.

Loan Interest Rate:

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.

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 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 Other Payments,” on 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 Other Payments”, on 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 the Contract is no longer subject to the withdrawal restrictions of the Section “Restrictions on Withdrawals, Distributions and Other 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 the Annuitant reaches age 70 ½ 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 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 laws that apply to this Contract.

PART VI – PAYMENT UPON DEATH

The following language replaces the existing language in the Section:

SECTION 6.01 BENEFICIARY

The Owner or the Owner’s Designee gives us the name of the Beneficiary who is to receive the Death Benefit on the Annuitant’s death. Except in the case of a Tax Exempt Employer Plan Contract, the Beneficiary may be changed while the Annuitant is alive. Any such change must be made in writing in a form we accept. A change will take effect as of the date the written change is executed, whether or not the Annuitant is living on the date of receipt at our Processing Office. However, we will not be liable as to any payments we make or actions we take before we receive any such change at our Processing Office.

One or more persons may be named to be primary Beneficiary and one or more other persons may be named to be successor Beneficiary if the primary Beneficiary dies before the Annuitant. Unless we are directed otherwise, if two or more persons are named as Beneficiary, the Beneficiary will be the named person or persons who survive the Annuitant and payments will be made to such persons in equal shares or to the survivor.

Unless specifically elected 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.

Any part of a Death Benefit for which there is no named Beneficiary living at the Annuitant's death will be payable in a single sum to the Annuitant's surviving spouse, if any; if there is no surviving spouse, then to the surviving children in equal shares; if there are no surviving children, then to the Annuitant's estate.

If the Plan under which this Contract is purchased is maintained by a Tax Exempt Employer, the Employer is the Owner of and Beneficiary under this Contract. Upon the Annuitant's death such Beneficiary may, by written request to our Processing Office, at any time up to and including provision of due proof of such death, change the Beneficiary designation for the Death Benefit to the "Substituted Beneficiary". "Substituted Beneficiary" is the Beneficiary designated under the Plan by the Annuitant to receive Death Benefits payable under the Plan.

The following language replaces the existing language in the Section:

SECTION 6.02 PAYMENT UPON DEATH

Upon receipt of due proof of the Annuitant's death before the Maturity Date, we will pay a Death Benefit to the Beneficiary named under Section 6.01 including any Substituted Beneficiary under a Tax Exempt Employer Plan. 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 the Annuitant's death, if we have not received the Beneficiary Requirements described above, the 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 (less any unpaid loan balance, including interest due but not paid) as of the date we receive satisfactory proof of the Annuitant's death 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 the 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 the Annuity Account Value immediately preceding the withdrawal;
- (2) Multiply the fraction calculated in (1) by the amount of the 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 457(b) and 401(a)(9) of the Code, described in the Section “Required Minimum Distribution Rules”.

The following language replaces the existing language in the Section:

SECTION 6.03 MANNER OF PAYMENT

The Death Benefit will be paid to the Beneficiary including any Substituted Beneficiary under a Tax Exempt Employer Plan in a single sum unless you elect a different form of Death Benefit payout that we offer at the time the Death Benefit is payable (such as a life annuity or installment payout). The Beneficiary will have no right to change the election; however, (i) we will apply a predetermined Death Benefit annuity payout election only if payment of the Death Benefit begins within one year following the date of death; (ii) we will not apply a predetermined Death Benefit payout election if doing so would violate any Federal income tax rules or guidelines or any other applicable law; and (iii) a Beneficiary who becomes a successor owner or who continues the Contract under a Beneficiary Continuation Option, if available, will have the right to change the election.

The Death Benefit described in this Section will not be paid at the Annuitant’s death before the Maturity Date if the coverage under this Contract is continued under the “Beneficiary Continuation Option” described below.

The following new Section is added:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION - GOVERNMENTAL EMPLOYER PLANS ONLY

Except as otherwise provided herein, this Section will apply only if the Annuitant dies before the Maturity Date and before Annuity Benefits have commenced, 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 the Annuitant’s 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 the Beneficiaries designated 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 the Annuitant’s death and before any contrary election is made, that Beneficiary may continue the Annuitant’s 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 to be held for the benefit of the Continuation Beneficiary after the Annuitant’s death.
- b. as of the date we receive satisfactory proof of the Annuitant’s 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 Contributions less the amount of any outstanding loan and adjusted for 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 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 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 Other Payments".

References to "you" in this Part refer to the Owner. If the Owner and Employer report to us that the Annuitant has election rights under this Part "you" refers to the Annuitant.

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 457(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 the Annuitant’s lifetime. Subsection B below describes the Required Minimum Distribution payments to be made after the Annuitant’s death, if the Annuitant dies before the entire interest in this Contract is distributed.

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

A. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS DURING LIFE

Except as otherwise noted in this Subsection A, the Annuitant’s entire interest in this Contract will be distributed, or begin to be distributed, no later than the Annuitant’s Required Beginning Date. For purposes of this Subsection A the Annuitant’s Required Beginning Date is April 1 of the calendar year following the later of these two choices: (a) the calendar year the Annuitant reaches age 70 ½ or (b) the calendar year the Annuitant retires from employment with the Employer.

The Required Minimum Distribution payment may be computed under any of the methods permitted under Section 401(a)(9) of the Code, including payments over the Annuitant’s life, or the lives of the Annuitant and the Annuitant’s named beneficiary, or a period certain not extending beyond the Annuitant’s life expectancy, or the joint and last survivor expectancy of the Annuitant and the Annuitant’s 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

The Required Minimum Distribution rules may be satisfied by applying any portion of the 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 the 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 the entire 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 the entire 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 the Annuitant’s attained age as of the Annuitant’s birthday in the calendar year for which the distribution is required; or
- (b) if the Annuitant’s sole designated beneficiary for the calendar year for which the distribution is required is the Annuitant’s spouse, the quotient obtained by dividing the entire 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 the respective attained ages of the Annuitant and the Annuitant’s spouse 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, the 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 DEATH

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

If the Annuitant dies on or after lifetime Required Minimum Distribution payments begin, the remaining portion of the Annuitant’s 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 the Annuitant dies before lifetime Required Minimum Distribution payments begin, the entire interest will be distributed at least as rapidly as follows:

- (1) If the Beneficiary is an individual other than the Annuitant's surviving spouse as described in the immediately following paragraph, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Annuitant's 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 the Annuitant's death. In the alternative, the Beneficiary may elect to take distribution of the entire interest in accordance with this Subsection B, paragraph (b)(3) below.
- (2) If the sole Beneficiary is the surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Annuitant's death (or by the end of the calendar year in which the Annuitant would have attained age 70 ½, if later), over such surviving spouse's life. In the alternative, the Annuitant's surviving spouse may elect to take distribution of the entire interest in accordance with this Subsection B, paragraph (b)(3) below.

If the surviving spouse dies before these required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the surviving spouse's death, over the 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 the spouse. In the alternative, that Beneficiary may elect to take distribution of the entire interest in accordance with this Subsection B, paragraph (b)(3) below. If the 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 the Annuitant's death (or of the 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 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 the entire interest in this Contract after the Annuitant's 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 the Annuitant's death is the quotient obtained by dividing the Annuitant's entire 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 the Annuitant's 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, the Annuitant's 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.

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. We 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 Other 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 457(b) of the Code. This charge, if any, will be specified 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 change 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 a funding vehicle for a 457(b) Plan.

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 language is added at the end of the existing Section:

SECTION 9.06 PAYMENTS

If the Plan permits and the Employer, Employer's Designee, the Owner, or the Owner's Designee, as applicable, provide us written instructions to do so in advance of payment, we will make payment of the Annuity Benefits or other amounts directly to the Annuitant, Substituted Beneficiary or other payee designated by you.

The following new Section is added:

SECTION 9.08 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 457(b) plan, or that this Contract fails to qualify or no longer qualifies in whole or in part as a 457(b) plan funding vehicle, 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 457(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 OWNERSHIP RIGHT OF EMPLOYER

Tax Exempt Employer Plans: In accordance with Sections 457(b)(6) and 457 (g) of the Code, until amounts under this Contract are distributed or made available to the Annuitant or the Annuitant's Beneficiary in accordance with the terms of the Contract and the terms of the Plan, this Contract remains solely the property of the Employer (subject only to claims of the Employer's general creditors).

Governmental Employer Plans: If the Plan under which this Contract is purchased is maintained by Government Employer, the following two sentences apply:

1. The Owner of this Contract (the Plan Trust or the Employer) holds it in trust for the exclusive benefit of the Plan participants and the participants' Beneficiaries under the Plan, and it is not subject to the claims of the Employer's general creditors.
2. It is impossible, prior to the satisfaction of all liabilities with respect to the Plan participants and the participants' Beneficiaries under the Plan, for any part of the assets and income of this Contract to be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participant and the participant's beneficiaries under the Plan.

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

[



Christopher M. Condon
President and Chief Executive Officer]

[



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

AXA Equitable Life Insurance Company

EQUI-VEST® ①
 Deferred Variable Annuity

Application for 457(b) EDC

Application No. _____

Mailing Instructions:

Express Mail: (with money):

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

Regular Mail: (with money): ②

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): ③

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

1. Employer information

Client/Employer Name _____

(Select one) _____ or
 Existing Plan/Unit Number Location

New Unit (**Must complete Plan Enrollment Kit**)

2. 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 7.

Mr. Mrs. Miss Ms. Other _____

Male Female _____

Social Security No. (**Required**) _____

First Name _____ Middle Initial _____ Last Name _____

Home
 Work

Birth Date (MM/DD) _____ Age at Nearest Birthday _____ Daytime Phone Number _____

U.S.A. Primary Residential Address - No P.O. Box Permitted ③

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 _____

3. 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.

4. Contribution amount

Complete #4A only if a payment is provided when the application is signed. If payment will be forwarded at a later date, you must complete #4B and, if applicable, #4C.

A. Amount provided with this application: \$ _____

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: \$ _____

5. 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 4A 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.

6. 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 #4C will be allocated to Special DCA unless you specify a dollar amount for the time period selected.

3-months: 6 100% Allocation or \$ _____

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 5.

Note: Your choice of Maximum Transfer Flexibility or Maximum Fund Choice as indicated in Section 5 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*)
- _____ % 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*) 6
- _____ % 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*) 6
- _____ % Multimanager Technology (67*)

_____ % **Total (Must be 100%)**

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

2

2

7. 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 2.

Annuitant's Mailing Address:

Mailing Address — P.O. Box Accepted

City State Zip Code

8. 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 2) 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:

Are you 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?

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:

8. 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.

9. Acknowledgement

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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 457(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 457(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. • 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:	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.

Signature of Owner/Trustee

Date

City

State



X02218_core
2

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

SERFF Tracking Number: ELAS-125880389 *State:* Arkansas
Filing Company: AXA Equitable Life and Annuity Company *State Tracking Number:* 40730
Company Tracking Number: 2008EDC-I
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: Equivest Series 201 for EDC
Project Name/Number: Equivest Series 201 for EDC/2008EDC-I

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-125880389 State: Arkansas
 Filing Company: AXA Equitable Life and Annuity Company State Tracking Number: 40730
 Company Tracking Number: 2008EDC-I
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Equivest Series 201 for EDC
 Project Name/Number: Equivest Series 201 for EDC/2008EDC-I

Supporting Document Schedules

Review Status: 10/30/2008
Bypassed -Name: Certification/Notice
Bypass Reason: Not applicable to this filing.
Comments:

Review Status: 10/30/2008
Bypassed -Name: Application
Bypass Reason: See form Schedule re application.
Comments:

Review Status: 10/30/2008
Satisfied -Name: Filing Fee Transmittal
Comments:
Attachment:
 ArkansasFilingFeeTrn.pdf

Review Status: 10/30/2008
Satisfied -Name: Variable Text Memorandums
Comments:
Attachments:
 VTM-EDC 201 DATA PAGES INDIVIDUAL - FINAL.pdf
 VTM EDC Series 201 - GENERIC APPLICATION.pdf

Review Status: 10/30/2008
Satisfied -Name: Filing Letter
Comments:
Attachment:
 AR IND EQ201 EDC AXA EQ Comick Lisa AXA.pdf

**ARKANSAS
INSURANCE
DEPARTMENT**

FILING FEE TRANSMITTAL FORM ***

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name : AXA Equitable Life Insurance Company

NAIC#: 968-62944

Company Contact Person: Gregory Prato

Telephone No.: (212) 314-5710

<u>INSURANCE DEPARTMENT USE ONLY</u>		
ANALYST : _____	AMOUNT: _____	ROUTE SLIP: _____

**ALL FEES ARE PER EACH INSURED, PER ANNUAL STATEMENT LINE OF BUSINESS,
UNLESS OTHERWISE INDICATED.**

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/ FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form , per each insurer, per each filing	### x \$50 = **Retaliatory	\$ ###.## \$###.##
Life and/or Disability- Filing and review of each rate filing or loss ratio guarantee filing, per each insurer.	* ### x \$50= **Retaliatory	\$ ###.## \$###.##
Life and/or Disability Policy, Contract or Annuity Forms: Filing and review of certificate, rider, endorsement or application if each is filed separately from the basic form.	* 3 x \$20= **Retaliatory	\$ 60.00 \$###.##
Policy and contract forms, all lines, filing corrections in previously filed policy and contract forms.	* ### x \$20= **Retaliatory	\$ ###.## \$###.##
Life and/or Disability: Filing and review of Insured's advertisements, per advertisement, per each insurer.	* ### x \$25= **Retaliatory	\$ ###.## \$###.##

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend * ## x \$ 400 \$ ###.##
an Insurer's Certificate of Authority. =

Filing to amend Certificate of Authority. *** ### x \$100 = \$ ###.##

*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER
RULE AND REGULATION 57.

**THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER
ARK. CODE ANN. 23-63-102, RETALIATORY TAX.

***THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. 23-61-401.

AXA EQUITABLE LIFE INSURANCE COMPANY (“AXA Equitable”)
Memorandum of Variable Material
for
2008DPEDC201-I Individual Fixed and Variable Annuity Data Pages

=====

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 an Employee Deferred Compensation (EDC) Contract under section 457(b) of Internal Revenue Code.

Data Pages 2008DPEDC201-I

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, “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.
5. **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.
6. **Data Page 2, “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.

7. **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.
8. **Data Pages 2 and 3, “Investment Options”**: As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable’s Separate Account No. 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.
9. **Data Page 3, “Guaranteed Interest Option 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.
10. **Data Pages 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:

The maximum amount of 25% that may be transferred may range from 10% to 100%

11. **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 100%.

12. **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.
13. **Data Page 5, “Minimum Withdrawal Amount”**: The current minimum withdrawal amount is \$300. However, this amount may change and it will range from \$50-\$1,000.
14. **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.

15. **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.
16. **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.
17. **Data Page 5, “Minimum Amount to be Applied to an Annuity”**: The current amount is shown on the Data Pages. However, these amounts may change and it will range from \$1000 to \$3,000, with the minimum monthly payment range from \$20 to \$50.
18. **Data Page 6, “Free Withdrawal Amount”**: The Free Withdrawal Amount is stated in the Data Pages. No Withdrawal Charge will be applied to an amount withdrawn if it is less than the Free Withdrawal Amount at the time the withdrawal is requested. Any amount that exceeds the Free Withdrawal Amount will be subject to a Withdrawal Charge. The Free Withdrawal Amount may change and it will range between a percentage from 10% to 30%.
19. **Data Pages 6, “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 7, “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 Contract 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 0.50% up to a maximum of 2.00%.
23. **Data Page 7, “Third Party Transfer Charges**. Third Party charges will range between \$25 to \$100.

AXA EQUITABLE LIFE INSURANCE COMPANY

Memorandum of Variable Material for EQUI-VEST Deferred Variable Annuity Application Form No. 180-4002 (Series 201-EDC)

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 information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
4. 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.
5. 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.
6. The Investment Options listed for use with Special Dollar Cost Averaging may change.
7. Federal or state regulations may require that we add additional questions.
8. The "Acknowledgement" section of the application may need change if required by state or federal law.
9. We may need to add or revise questions or make changes to the Representative Report.



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October 30, 2008

The Honorable Julie Benafield Bowman
Commissioner
Arkansas Department of Insurance
1200 W. Third Street
Little Rock, AR 72201-1904
Attn.: Policy & Other Form Filings

RE: AXA Equitable Life Insurance Company
NAIC No.: 968-62944
FEIN 13-5570651
Form No. 2008EDC-I – Individual Contract Fixed and Variable Annuity Endorsement,
Form No. 2008DPEDC201-I – Individual Fixed and Variable Annuity Data Pages for Contract,
Application Form No. 180-4002 - Application for 457(b) EDC

Dear Commissioner:

We are filing for your approval the above referenced flexible premium deferred combination fixed and variable annuity forms. These forms are new and will not replace any existing forms.

Upon approval, the referenced forms will be issued with previously approved Contract 2006BASE## 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 457(b) Employee Deferred Compensation (EDC) Plans.

Endorsement 2008EDC-I, Endorsement Applicable to EDC Contracts contains provisions specific to the EDC 457(b) Plan market.

Data Pages 2008DPEDC201-I contain personal data, withdrawal and separate account charges and other product features.

When issue with Endorsement 2008EDC-I and Data Pages 2008DPEDC201-I, Contract 2006BASE## will be an EDC Contract.

This product will be sold by our career Agents to governmental and non-governmental (tax-exempt) employers that provide a 457(b) plan for the benefit of their employees. Contributions may be made as payroll deductions, transfers, or direct rollovers. If permitted by the Plan, the Employer may also make contributions to the Contract on the employees’ behalf.

AXA Equitable Life Insurance Company
1290 Avenue of the Americas, New York, NY 10104 Tel: (212) 314-3562

Be Life Confident

Endorsement 2008SDCA-EV was approved by the Department on 10/15/2008, under ELAS-125847392. We request the extension of that approval for use with the forms contained in this filing.

We are also enclosing for your approval Application form no. 180-4002 that will be used with this product. This Application is new and will be used with the above referenced forms.

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) 314-3562, Paul Bernitt at (212) 314-3761 or Greg Prato at (212) 314-5710.

Sincerely,

A handwritten signature in black ink that reads "Lisa J. Comick". The signature is written in a cursive style.

Lisa Comick
Policy Drafting Manager