

SERFF Tracking Number: ELAS-125933118 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41092
Company Tracking Number: 2008TSAGAC901
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: EQUI-VEST TSA - SERIES 901
Project Name/Number: EQUI-VEST TSA - SERIES 901 / 2008TSAGAC901

Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: EQUI-VEST TSA - SERIES 901 SERFF Tr Num: ELAS-125933118 State: ArkansasLH

TOI: A02.1G Group Annuities - Deferred Non- SERFF Status: Closed State Tr Num: 41092

Variable and Variable

Sub-TOI: A02.1G.002 Flexible Premium

Co Tr Num: 2008TSAGAC901

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Ana Raymond

Disposition Date: 12/19/2008

Date Submitted: 12/09/2008

Disposition Status: Approved

Implementation Date Requested: 01/30/2009

Implementation Date:

State Filing Description:

General Information

Project Name: EQUI-VEST TSA - SERIES 901

Status of Filing in Domicile: Not Filed

Project Number: 2008TSAGAC901

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 12/19/2008

State Status Changed: 12/19/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Re: AXA Equitable Life Insurance Company

NAIC #0968-62944

FEIN # 13-5570561

Form No. 2008TSAGAC901 - Group Fixed & Variable Annuity Contract

Form No. 2008TSA901-A - Group Fixed & Variable Annuity Certificate

Form No. 2008DPTSA901 - Group Fixed & Variable Annuity Data Pages

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Form No. 2008SDCA-EV-901 - Group Fixed & Variable Annuity Endorsement
Form No. 2008GWBL-901-TSA- Group Fixed & Variable Annuity Rider
Form No. 2008/403(b) - Group Fixed & Variable Annuity Application
Form #2008TSA STRAT - Group Fixed & Variable Annuity Enrollment Form
Form #2008TSA START (GWBL) Group Fixed & Variable Annuity Enrollment Form

Dear Commissioner:

We are filing herewith for the Department's approval the above referenced group flexible premium deferred fixed and variable annuity forms. These forms are designed for use with Internal Revenue Code Section 403(b) Tax-Sheltered Annuity (TSA) programs. These forms are new and will not replace any existing forms.

This Contract will be offered to TSA programs that have Employee Contributions and TSA programs that have both Employer and Employee Contributions.

This product will be distributed by our general agency affiliates.

The structure of the enclosed Forms that we are filing will enable their general use among varying employer groups. The variations are explained in the enclosed Memorandum of Variable Material and are designed to enable AXA Equitable to accommodate the specific needs of each employer group.

Our design with respect to the forms is to permit variations within the parameters of the variable and illustrative material while minimizing filing whenever a variation is implemented. The Contract will make specific reference to the Application with respect to provisions that the Employer has elected in accordance with the terms of its Plan. For instance, in the Application, among other things, the Employer will select which of the Investment Options are to be made available to Participants under the Contract in accordance with its Plan.

The Contract and the Application, which together constitute the Contract, may be issued either to the Employer or to a Trustee of a trust established or adopted by the Employer. The Certificate and the related certificate Data Pages will be issued to the Participant enrolled in the Employer's Plan. The Certificate is the document issued to each Participant as

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Enclosed are an Actuarial Memorandum and a Memorandum of Variable Material.

We look forward to the Department's approval of these forms. If you have any questions, please feel free to call me collect at the above number or you may call Greg Prato collect at (212) 314-5710.

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

Company and Contact

Filing Contact Information

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

Filing Company Information

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

Filing Fees

SERFF Tracking Number: ELAS-125933118 State: Arkansas
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Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 for each policy including all forms associated with the policy and filed with the policy
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$50.00	12/09/2008	24432291

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	12/19/2008	12/19/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	12/18/2008	12/18/2008	Ana Raymond	12/18/2008	12/18/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Application for EQUI-VEST STRATEGIE S Group Flexible Premium Combination Fixed and Variable Deferred Annuity Contract	Form	Allison LaChapelle	12/12/2008	12/12/2008
Explanation of Variable Material	Supporting Document	Allison LaChapelle	12/12/2008	12/12/2008

SERFF Tracking Number: ELAS-125933118 *State:* Arkansas
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Disposition

Disposition Date: 12/19/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Certification/Notice		No
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document (revised)	Explanation of Variable Material		Yes
Supporting Document	Explanation of Variable Material		Yes
Form	Group Flexible Premium Combination Fixed and Variable Deferred Annuity Contract		Yes
Form	Group Flexible Premium Combination Fixed and Variable Deferred Annuity Certificate		Yes
Form	Data		Yes
Form	ENDORSEMENT APPLICABLE TO GUARANTEED INTEREST SPECIAL DOLLAR COST AVERAGING		Yes
Form	GUARANTEED WITHDRAWAL BENEFIT FOR LIFE ("GWBL") RIDER		Yes
Form (revised)	Application for EQUI-VEST STRATEGIES Group Flexible Premium Combination Fixed and Variable Deferred Annuity Contract		Yes
Form	Application for EQUI-VEST STRATEGIES Group Flexible Premium Combination Fixed and Variable Deferred Annuity Contract		Yes
Form	Enrollment form		Yes
Form	Enrollment form		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 12/18/2008
Submitted Date 12/18/2008

Respond By Date

Dear Gregory Prato,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

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

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 12/18/2008
Submitted Date 12/18/2008

Dear Linda Bird,

Comments:

SERFF Tracking Number: ELAS-125933118 *State:* Arkansas
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Response 1

Comments: Dear Ms. Bird;

The following is in response to your objection letter dated 12/18/2008.

We have reviewed Bulletins 6-87 and 11-88 and hereby provide assurance that the AXA Equitable Life Insurance Company is in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

With respect to the requirements of Regulation 19s 10B attached you will find a compliance certification.

We have also reviewed Arkansas Regulation 6 and hereby provide assurance that the AXA Equitable Life Insurance Company is in compliance with the provisions of such Regulation.

We hope that we have addressed the Department's concerns.

If you have any questions or require additional information, please feel to contact Paul Bernitt @ (212) 31403761.

Sincerely,
Ana Raymond
State Filing Manager

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

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Amendment Letter

Amendment Date:
 Submitted Date: 12/12/2008

Comments:

Please see attached revised Application Form No. 2008/403(b) and Memorandum of Variable Material.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
No. 2008/403(b)	Application/Enrollment Form	Application for EQUI-VEST STRATEGIE S Group Flexible Premium Combination Fixed and Variable Deferred Annuity Contract	Initial				0	No. 2008 403b - 12-12-08.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Explanation of Variable Material

Comment:
 VTM for 2008GWBL-901-TSA.pdf
 VTM-ENROLLMENT FORM NO GWBL.pdf
 VTM-GWBL ENROLLMENT FORM.pdf
 MVT - 12-12-08.pdf

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Form Schedule

Lead Form Number: 2008TSAGAC901

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	2008TSAGAC901	Policy/Contract	Group Flexible Premium Combination Fixed and Variable Deferred Annuity Contract Certificate	Initial		0	2008TSAGAC901 Contract.pdf
	2008TSA901-1-A	Certificate	Group Flexible Premium Combination Fixed and Variable Deferred Annuity Certificate	Initial		0	2008TSA901-A Certificate (REVISED 10-31-2008).pdf
	2008DPTSA901	Data/Declaration Pages	Data	Initial		0	2008DPTSA901 Data Pages (GENERIC Revised 10-31-2008).pdf
	2008SDCA-EV-901	Certificate Amendment, Insert Page, Endorsement or Rider	ENDORSEMENT APPLICABLE TO GUARANTEED INTEREST SPECIAL DOLLAR COST AVERAGING	Initial		0	2008SDCA-EV-901 Endorsement (FINAL-9-22-08).pdf
	2008GWBL-901-TSA	Certificate Amendment, Insert Page, Endorsement or Rider	GUARANTEED WITHDRAWAL BENEFIT FOR LIFE ("GWBL") RIDER	Initial		0	2008GWBL-901-TSA GWBL Rider.pdf
	No.	Application/	Application for EQUI-	Initial		0	No. 2008

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2008/403(b	Enrollment VEST STRATEGIES			403b - 12-12-
)	Form Group Flexible			08.pdf
	Premium			
	Combination Fixed			
	and Variable			
	Deferred Annuity			
	Contract			
Form	Application/ Enrollment form	Initial	0	2008 TSA
#2008 TSA Enrollment				STRAT
STRAT Form				(GWBL).pdf
GWBL				
Form	Application/ Enrollment form	Initial	0	2008 TSA
#2008 TSA Enrollment				STRAT.pdf
STRAT Form				

**GROUP FLEXIBLE PREMIUM COMBINATION FIXED AND VARIABLE
DEFERRED ANNUITY CONTRACT**

GROUP ANNUITY CONTRACT NO. [12345]
ISSUE DATE: [January 1, 2009] (1)
CONTRACT HOLDER: [ABC COMPANY]

This Group Annuity Contract is issued in consideration of payment of the Contributions.

The terms of this Group Annuity Contract, which consists of the following pages, including the Application are agreed to by the Contract Holder and AXA Equitable Life Insurance Company ("AXA Equitable").

In this Contract "we", "our" and "us" mean AXA Equitable.

AXA EQUITABLE LIFE INSURANCE COMPANY, a stock life insurance company (2)
[1290 Avenue of Americas, N.Y. N.Y. 10104]



Christopher M. Condrón
Chairman and Chief Executive Officer



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

**THE PORTION OF THE ANNUITY ACCOUNT VALUE HELD IN THE SEPARATE
ACCOUNT MAY INCREASE OR DECREASE IN VALUE.**

**THE INTEREST RATE IS GUARANTEED WITH RESPECT TO THE PORTION OF THE
ANNUITY ACCOUNT VALUE HELD IN THE GUARANTEED INTEREST OPTION.**

FIXED AND VARIABLE ANNUITY BENEFITS- NON-PARTICIPATING

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PART I – DEFINITIONS

SECTION 1.01-ACCUMULATION UNIT

“Accumulation Unit” means a unit of measure used to calculate the variable Annuity Account Value during the accumulation period.

SECTION 1.02-ACCUMULATION UNIT VALUE

“Accumulation Unit Value” means the dollar value of each Accumulation Unit in a Separate Account on a given date.

SECTION 1.03-ANNUITY ACCOUNT VALUE

“Annuity Account Value” means with respect to each Participant the sum of the amounts held for the benefit of the Participant in the Investment Options, including any amount in the Loan Reserve Account. The Annuity Account Value at any time may be reduced by the amount of any forfeiture, if applicable, as described in the section “Forfeitures/Forfeiture Account”.

SECTION 1.04-ANNUITY BENEFIT

“Annuity Benefit” means a benefit payable by us pursuant to Part VII of this Contract.

SECTION 1.05-ANNUITY UNIT

“Annuity Unit” means a unit of measure used after the Maturity Date to calculate the amount of variable annuity payout.

SECTION 1.06-APPLICATION

“Application” means the Application for the Group Annuity Contract or participation in this Group Annuity Contract by the Employer and accepted by us.

SECTION 1.07-BENEFICIARY

“Beneficiary” means the person designated by the Participant under the Plan to receive the death benefit.

SECTION 1.08-BUSINESS DAY

“Business Day” means any day on which the New York Stock Exchange is open for trading and generally ends at 4:00 P.M., Eastern Time, or such other time as we state in writing to the Participant

SECTION 1.09-CASH VALUE

“Cash Value” means an amount equal to the Annuity Account Value held for the Participant, less any charge that applies and less the amount of the entire unpaid balance of any loan, including interest due but not paid.

SECTION 1.10-CERTIFICATE

“Certificate” means the document issued to each Participant as evidence of the Participant’s enrollment under this Contract. The Certificate is intended to qualify as an annuity contract that meets the requirements of Section 403(b) of the Code, and is intended to be purchased in connection with an employer's plan under Section 403(b) of the Code. The TSA Certificate is intended to be a 403(b) Contract as defined below.

SECTION 1.11-CODE

“Code” means the Internal Revenue Code of 1986, as amended at any time, or any corresponding provisions of prior or subsequent United States revenue laws. References to the “Code” in this Contract include references to applicable Federal income tax Regulations.

SECTION 1.12-CONTRACT

“Contract” means the Group Annuity Contract and Application between the Contract Holder, Employer and us providing a variable annuity to fund the Plan. The terms of the Contract are agreed to by the Employer and us.

SECTION 1.13-CONTRACT DATE

“Contract Date” means the date following our acceptance of an Application with respect to a Plan.

SECTION 1.14-CONTRACT HOLDER

“Contract Holder” means the person or entity as set forth on the cover page of this Contract.

SECTION 1.15-CONTRACT YEAR

“Contract Year” with respect to a Plan means the twelve-month period starting on (i) the Contract Date and (ii) each anniversary of the Contract Date, unless we agree to another period.

SECTION 1.16-CONTRIBUTION

Contribution” means a payment made to us on the behalf of the Participant with respect to a Contract purchased for the Participant under the Plan.

SECTION 1.17-ELECTIVE DEFERRAL CONTRIBUTIONS

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

SECTION 1.18-EMPLOYER

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

SECTION 1.18A-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.

SECTION 1.19-ERISA

“ERISA” means Employee Retirement Income Security Act of 1974, as amended.

SECTION 1.20-403(b) CONTRACT

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

SECTION 1.21-403(B) PLAN FUNDING VEHICLE.

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

SECTION 1.22-GUARANTEED INTEREST OPTION

“Guaranteed Interest Option” means the Investment Option that pays interest at Guaranteed Interest Rates set by us from time to time.

SECTION 1.23-GUARANTEED INTEREST RATE

“Guaranteed Interest Rate” means the effective annual rate at which interest accrues on amounts allocated to the Guaranteed Interest Option.

SECTION 1.24-INVESTMENT OPTION

“Investment Option” means a Variable Investment Option or Guaranteed Interest Option.

SECTION 1.25-MATURITY DATE

“Maturity Date” means the date on which the annuity payments described in Part VII are to commence. The Maturity Date is shown in the Data Pages and is based on the original Participant's date of birth.

SECTION 1.26-PARTICIPANT

“Participant” means an individual covered under the Plan who has been enrolled under this Contract and for whom we maintain an Annuity Account Value.

SECTION 1.27-PARTICIPATION DATE

“Participation Date” means the earlier of (a) the Business Day on which we issue a Certificate to the Participant under this Contract and (b) the Business Day on which the first Contribution for the Participant is received at the Processing Office.

The original Participation Date is the Business Day on which the Participant was enrolled under a Prior Contract/Certificate if applicable.

SECTION 1.28-PARTICIPATION YEAR

“Participation Year” means, with respect to the Participant, the twelve-month period starting on (i) the Participation Date and (ii) each anniversary of the Participation Date, unless we agree to another period.

SECTION 1.29-PLAN

“Plan” means a plan established, maintained and qualified under Section 403(b) of the Code by an Employer for the purchase of annuity contracts under Section 403(b) of the Code for its employees.

SECTION 1.30-PLAN ADMINISTRATOR

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

SECTION 1.31-PORTFOLIO

“Portfolio” means a separate class (or series) of shares of a specified trust or investment company, where each class (or series) represents a separate portfolio in the specified trust or investment company.

SECTION 1.32-PRIOR CONTRACT

“Prior Contract” means a contract or certificate issued by us and from which the Employer and we, with the Participant’s consent, if required, and if such contract or certificate is owned by the Participant, have agreed to transfer certain assets or liabilities associated with the Plan, if applicable, to this Contract.

SECTION 1.33-PROCESSING OFFICE

“Processing Office” means our administrative office or such other location as we may designate upon written notice to the Employer.

SECTION 1.34-PROCESSING DATE

“Processing Date,” means the day(s) we deduct charges from the Annuity Account Value.

SECTION 1.35-REQUIRED MINIMUM DISTRIBUTION PAYMENTS

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

SECTION 1.36-SEPARATE ACCOUNT

“Separate Account,” means AXA Equitable ‘s Separate Account [A] and any Separate Accounts added to this Contract as described in Part II, A. A Separate Account may be divided into subdivisions.

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SECTION 1.37-TRANSACTION DATE

“Transaction Date” means the Business Day we receive a Contribution or a transaction request at the appropriate Processing Office. Transaction requests must be in a form acceptable to us.

SECTION 1.38-VARIABLE INVESTMENT OPTION

“Variable Investment Option” means either a subdivision of a Separate Account or a Separate Account that has not been divided into subaccounts. A Variable Investment Option may invest its assets in a Portfolio.

PART II – INVESTMENT OPTIONS

SECTION 2.01-AVAILABILITY AND TYPES OF INVESTMENT OPTIONS

The Application sets forth the Investment Options available under this Contract as of the issue date.

The availability of Investment Options may be subject to the terms of the Plan, as reported to us by the Employer.

We reserve the right to add, change, limit or amend the Investment Options that an Employer may elect.

The Investment Options may consist of Investment Options that are classified as “Type A” or “Type B”, or any other type that may be specified in the Application, as we designate in our discretion for purposes of the transfer rules described in the section “Transfer Rules”. The Application indicates the classification as of the issue date of this Contract. If we add a new Investment Option we will include the Option type.

SECTION 2.02-GUARANTEED INTEREST OPTION-CONDITIONS

(a) Guaranteed Interest Option

Any amount held for the Participant in the Guaranteed Interest Option becomes part of our general assets, which support the guarantees of this Contract as well as other policies and contracts that we offer.

The amount held for each Participant in such Guaranteed Interest Option at any time with respect to this Contract is equal to the sum of: all amounts that have been allocated or transferred to such Guaranteed Interest Option, plus the amount of any interest credited, less all amounts that have been withdrawn (including charges) or transferred from such Option.

We will credit the amount held in the Guaranteed Interest Option with interest at effective annual rates that we set. We will also set a minimum Guaranteed Interest Rate that will remain in effect throughout a stated twelve-month period or a calendar year. We credit interest daily to amounts in the Guaranteed Interest Option.

We guarantee that any rate so determined will never be less than the minimum Guaranteed Interest Rate specified in the Application.

(b) Conditions

The Employer agrees:

- (i) With respect to the investment option of the Plan that is funded under the Guaranteed Interest Option, to the extent that the Plan provides for allocations to, and transfers to and from the Guaranteed Interest Option, such allocations and transfers are to be made solely at the discretion of the individuals covered by the Plan. We are to be given at least 60 days advance written notice by the Employer of any noncompliance with this condition.

- (ii) The Employer is to provide us with any amendment to the Plan or its investment policy, any communication to the Participants covered by the Plan concerning the Guaranteed Interest Option or the investment option of the Plan to which it relates, or any change in the manner in which the Plan is administered. Any such document is to be provided to us at least 60 days before its effective date.

We may also request, and the Employer will thereupon provide, any other information that we reasonably determine would bear upon the flow of funds to and from the Guaranteed Interest Option.

If the conditions stated in (i) and (ii) above are not complied with or, if the Employer fails to remit Contributions in accordance with Part III "Contributions, Allocations and Discontinuance" or if we determine and so notify the Employer by written notice that an amendment to the Plan, its investment policy, or any change in the manner in which the Plan is administered would materially and adversely affect the flow of funds to or from the Guaranteed Interest Option, then we will have the right to:

1. decline further requests for transfers to or from the Guaranteed Interest Option; and/or
2. deem that a discontinuance of Contributions has occurred under the section, "Discontinuance of Contributions".

SECTION 2.03-SEPARATE ACCOUNT

We have established the Separate Account(s) and maintain the Separate Account(s) in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets of a Separate Account are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in the Separate Account(s) to support the Contract and other annuity contracts and certificates. Assets may be placed in the Separate Account(s) for other purposes, but not to support contracts or policies other than variable annuities and variable life insurance.

The assets of a Separate Account are our property. The portion of such assets equal to the reserves and other contract liabilities with respect to the Separate Account will not be chargeable with liabilities that arise out of any other business we conduct. We may transfer assets of a Separate Account in excess of the reserves and other Contract liabilities with respect to such Separate Account, to another Separate Account, or to our general account.

We may, in our discretion, invest Separate Account assets in any investment permitted by applicable law. We may rely conclusively on the opinion of counsel (including counsel in our employ) as to the type of investments that the Separate Account is permitted by law to make.

SECTION 2.04-VARIABLE INVESTMENT OPTIONS/ACCUMULATION UNITS AND UNIT VALUES

The amount in a Separate Account at any time is equal to the number of Accumulation Units in that Account multiplied by the Accumulation Unit Value that applies at that time. If the Contract has Variable Investment Options, then the terms of this section apply separately to each Variable Investment Option, unless otherwise stated.

Amounts allocated or transferred to a Variable Investment Option are used to purchase Accumulation Units of that Option. Accumulation Units are redeemed when amounts are deducted, transferred or withdrawn. The number of Accumulation Units in a Variable Investment Option at any time is equal to the number of Accumulation Units purchased minus the number of Accumulation Units redeemed in that Variable Investment Option up to that time. The number of Accumulation Units purchased or redeemed in a transaction is equal to the dollar amount of the transaction divided by the Variable Investment Option Accumulation Unit Value for that Transaction Date.

We determine Accumulation Unit Values for each Variable Investment Option for each Valuation Period. A "Valuation Period" is each Business Day together with any consecutive preceding non-business days. For example, for each Monday that is a Business Day, the preceding Saturday and Sunday will be included to equal a three-day Valuation Period.

The Accumulation Unit Value of a Variable Investment Option for any Valuation Period is equal to the Accumulation Unit Value for that Variable Investment Option on the immediately preceding Valuation Period multiplied by the Net Investment Factor for that Variable Investment Option for the current Valuation Period. The Net Investment Factor for a Valuation Period is (a) divided by (b) minus (c), where:

- (a) is the value of the Portfolio shares held by the Variable Investment Option at the end of the Valuation Period (before taking into account any amounts allocated to, or withdrawn from, the Variable Investment Option for the Valuation Period, and after deduction of fees, charges and expenses of the Portfolio; for this purpose, we use the share value reported to us for the Portfolio plus the applicable dividend and capital gain rates on the ex-dividend date);
- (b) is the value of the Portfolio shares held by the Variable Investment Option at the end of the preceding Valuation Period (taking into account any amounts allocated or withdrawn for that Valuation Period);
- (c) is the daily Separate Account charges for the expenses and risks of the Contract, times the number of calendar days in the Valuation Period, plus any charge for taxes or amounts set aside as a reserve for taxes.

SECTION 2.05-CHANGES WITH RESPECT TO SEPARATE ACCOUNTS

In addition to the right reserved pursuant to the section "Availability and Types of Investment Options", we reserve the right, subject to compliance with applicable law, including approval of the Employer, if required:

- (a) to add Variable Investment Options to, or to remove Variable Investment Options from, the Separate Account(s), or to add other Separate Accounts;
- (b) to combine any two or more Variable Investment Options or sub-funds thereof;
- (c) to transfer the assets we determine to be the share of the class of contracts to which this Contract belongs from a Variable Investment Option to another Variable Investment Option;
- (d) to operate any Separate Account or any Variable Investment Option as a management investment company under the Investment Company Act of 1940; in which case charges and expenses that otherwise would be assessed against an underlying trust or investment company would be assessed against the Separate Account.
- (e) to operate any Separate Account or any Variable Investment Option as a unit investment trust under the Investment Company Act of 1940.
- (f) to deregister the Separate Account under the Investment Company Act of 1940;
- (g) to restrict or eliminate any voting rights as to the Separate Account;
- (h) to cause one or more Variable Investment Options to invest some or all of their assets in one or more other Portfolios.
- (i) to close an Investment Option to transfers and Contributions.

We reserve the right to add a Variable Investment Option in which (i) there are periods during which Contributions are restricted, (ii) amounts therein may be automatically liquidated pursuant to the investment policy of the Variable Investment Option, and (iii) investments therein may mature. We will have the right to

reallocate amounts arising from liquidation or maturity according to the Participant's allocation instructions then in effect. If no such allocation instructions have been made, the reallocation will be made to a designated Investment Option, or to the next established Variable Investment Option of the same type as described in this paragraph.

A Portfolio of a Variable Investment Option might, in our judgment, become unsuitable for investment by a Separate Account or a Variable Investment Option because of legal, regulatory, or federal income tax restrictions. In such event, shares of another series or shares of another unit investment trust may be substituted for shares already purchased with respect to the Separate Account or as the security to be purchased in the future, provided that such substitution meets applicable federal income tax guidelines and, to the extent required by law, has been approved by the Securities and Exchange Commission and such other regulatory authorities as may be necessary.

If the exercise of these rights results in a material change in the underlying investments of a Separate Account or Variable Investment Option, the Employer will be notified of such exercise, as required by law.

PART III – CONTRIBUTIONS, ALLOCATIONS AND DISCONTINUANCE

SECTION 3.01-CONTRIBUTIONS

The Employer makes Contributions to the Contract under the terms of the Plan.

We reserve the right not to accept any Contribution of less than [\$20] for any one Participant unless a different amount is required by the Code. 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 applies to Contributions, we reserve the right to reduce Contributions by the amount of any Applicable Tax Charge before Contributions are allocated among the Investment Options under the Contract.

If the Plan contains a vesting schedule, whereby amounts must be forfeited upon failure to satisfy the vesting schedule, the Employer or the Employer's Designee must identify, which Contributions, if any, are subject to the vesting schedule, unless otherwise agreed upon between the Employer and us. The Employer or the Employer's Designee must report any forfeiture to us as described in the section on "Forfeitures/Forfeiture Account".

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

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

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

- (a) Contributions to the Contract (other than any rollover or direct transfer Contributions which are permitted under the Plan) are limited. Annual additions to the Contract cannot exceed the applicable limitations of Section 415 of the Code.
- (b) Salary Reduction Contributions are "Elective Deferral Contributions" and cannot exceed the elective deferral limitation under Section 402(g) of the Code that applies to the Contract and all other plans, contracts or arrangements with the Participant's Employer. If Elective Deferral Contributions made for the Participant for any calendar year exceed the permissible limitation for the Participant for the year, then the amount of the excess Elective Deferral Contributions and any allocable net income or loss will be distributed to the Participant by April 15 of the following calendar year or such later date that may be prescribed by the Code.
- (c) Corrective distributions of amounts in excess of amounts permitted to be contributed to the Contract are subject to a Withdrawal Charge, unless otherwise specified in the Contract.
- (d) If we are notified or we determine that any Contributions would cause this Contract not to qualify under Section 403(b) of the Code, we reserve the right to either (i) refuse to accept any such Contributions or (ii) separately account for such Contributions and any allocable net income in a nonqualified deferred annuity contract or other permissible contractual arrangement for the exclusive benefit of the Participant and the Participant's beneficiaries.
- (e) We are not responsible for determining the permissible amount of Salary Reduction Contributions or any other Contributions which may be made under the Plan for the Participant. We will make corrective distributions or separate allocations of amounts reported to us as being excess Contributions if reported in a manner acceptable to us by the Employer or the Employer's Designee.

C. Sources or Types of Contributions to the Contract.

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

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

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

- (a) Salary Reduction Contributions made on a pre-tax basis, including "catch-up" contributions under Sections 402(g) or 414 of the Code;
- (b) Salary Reduction Contributions which are designated Roth contributions under Section 402A of the Code, including "catch-up" contributions under Sections 402(g) or 414 of the Code;
- (c) Employer matching contributions under Section 401(m) of the Code;
- (d) Employer non-matching contributions under Section 415 of the Code; and
- (e) Non-Roth employee after-tax contributions under Section 415 of the Code.
- (f) If Roth Elective Deferral Contributions are made, as reported to us by the Employer or the Employer's Designee, we will maintain a Roth Elective Deferral Contribution separate account under this 403(b) Contract. Income, gains, losses, and any other amounts credited or charged under this 403(b) Contract will be separately allocated to the Roth Elective Deferral Contribution separate account on a reasonable and consistent basis. Employer Contributions may not be allocated to the Roth Elective Deferral Contribution separate account. The separate accounting requirement will apply from the time any Roth Elective Deferral Contribution is made and ends only when all amounts in the Roth Elective Deferral Contribution separate account are completely distributed in accordance with the terms of this 403(b) Contract.

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

- (a) Direct transfer Contributions that are contract exchanges under the same plan;
- (b) Plan-to-plan direct transfer Contributions; and
- (c) Rollover Contributions from another eligible retirement plan.
- (d) In the case of direct transfer Contributions, we must receive documentation acceptable to us of the source or type of separately accounted for amounts directly transferred to this Contract. In the case of rollover Contributions, we must receive documentation as to the amounts, if any, of non-Roth after-tax employee contributions and designated Roth contributions rolled over to this Contract.

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

withdrawal, distribution and payment restrictions and minimum distribution requirements of the Code.

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

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

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

SECTION 3.02-ALLOCATIONS

Each Contribution (less any applicable tax charge in accordance with the section "Applicable Tax Charges") is allocated among Investment Options in accordance with the instructions submitted in a form acceptable to us by the Employer or Participant.

SECTION 3.03-DISCONTINUANCE OF CONTRIBUTIONS

The Employer can discontinue Contributions under this Contract at any time.

We can discontinue Contributions under this Contract as provided in the section "Guaranteed Interest Option-Conditions" or upon a material breach by the Employer of the terms and conditions of this Contract. If Contributions are discontinued, all terms and conditions of this Contract continue to apply to amounts held under this Contract, but no additional Contributions can be made.

PART IV – TRANSFERS AMONG INVESTMENT OPTIONS

SECTION 4.01-TRANSFER REQUESTS

Unless the Employer otherwise instructs us, the Participant may submit directly to us a request to transfer all or part of the amount held in an Investment Option to one or more of the other Investment Options. Transfer requests are subject to a minimum amount of [\$300]. The request must specify the source(s) of Contributions, if applicable, to which the transfer applies. All transfers will be made on the Transaction Date and will be subject to the terms in the section “Transfer Rules” and to our rules in effect at the time of transfer. With respect to a Separate Account, the transfers will be made at the Accumulation Unit Value next computed for that Transaction Date. (A)

SECTION 4.02-TRANSFER RULES

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 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 communication services in the product prospectus, prospectus supplements or other notifications, as mailed to the Employer’s 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. Communication services may be restricted or denied if we determine that the Participant 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 Accumulation Unit Value of any Variable Investment Option.

If the Employer has elected to have any Type B Investment Option available to the Participant, as described in the section “Types of Investment Options”, whether or not the Participant has amounts in any such Investment Options, then the following applies unless otherwise specified in the Application:

The maximum amount that the Participant may transfer from the Guaranteed Interest Option to a Variable Investment Option in any Participation Year is as follows:

- (a) A percentage, as stated in the Application, of the amount in the Guaranteed Interest Option on the last day of the prior Participation Year, or if greater,
- (b) The total of all amounts transferred at the Participant’s request from the Guaranteed Interest Option to a Variable Investment Option in the prior Participation Year.

The percentage referred to in subsection (a) above may not be less than [5%] or more than [25%]. (B)

If an amount was allocated to the Guaranteed Interest Option as a result of a total transfer of Plan funds (that is, a transfer initiated by the Employer on the Participant’s behalf) from another funding vehicle, the maximum amount which may be transferred from the Guaranteed Interest Option for the transfer period in which such allocation occurred will be an amount equal to the percentage determined in (a) above, but applied to the amount initially allocated to the Guaranteed Interest Option on the Participant’s behalf.

We reserve the right to:

- (1) limit transfers among or to the Variable Investment Options to no more than once every 30 days;
- (2) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options;
- (3) reject transfer requests from a person acting on behalf of multiple Participants pursuant to a trading authorization agreement that we have accepted;
- (4) 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 Accumulation Unit Value of any Variable Investment Option or determine that the Participant has engaged in any such strategy;
- (5) defer transfers for up to six months, as described in the section "Deferment";
- (6) revise our transfer rules; and
- (7) charge for any transfer made by the Participant between Investment Options, in any Participation Year, if the number of transactions exceed [12].

Any action taken pursuant to subsection (1) through (7) above will be made by us upon advance notice to the Employer.

PART V – DISTRIBUTIONS AND DEATH BENEFITS

SECTION 5.01-RESTRICTIONS ON WITHDRAWALS, DISTRIBUTIONS AND OTHER PAYMENTS

General.

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

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

Definitions used in this Section:

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

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

Restrictions on Amounts Attributable to Salary Reduction Contributions

The restrictions of this paragraph apply to these funds:

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

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

Restrictions on Amounts Attributable to Transfers from Custodial Accounts

All amounts in this 403(b) Contract attributable to Contributions directly transferred from a custodial account under section 403(b)(7) of the Code, or indirectly transferred from a custodial account (Contributions first directly transferred from a Section 403(b)(7) custodial account into a Section 403(b)(1) annuity contract and subsequently directly transferred into this 403(b) Contract) are treated like "Salary Reduction Contribution Restricted Amounts." Hardship withdrawals may be made only from Salary Reduction Contributions, and cannot be made from other Contributions or any credited earnings.

Other Restrictions on Distributions; Restrictions on Other Amounts

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

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

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

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

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

Transfers

If and as permitted both under the Plan and the recipient plan or 403(b) Funding Vehicle, the Participant may request us to directly transfer any amounts from this 403(b) Contract for the purposes of a contract exchange under the same Plan, a plan-to-plan direct transfer, or a transfer to purchase permissive service credit. We will not process transfers until we receive the documentation we require, which may include information that is required to be exchanged under an information sharing agreement. Withdrawal Charges or transaction charges described in the Section, “Withdrawal Charges” will be imposed on transfers. Transfers of Cash Value while the Participant has an outstanding loan are limited as described in the Section, “Loans.”

SECTION 5.02-GENERAL WITHDRAWALS

All withdrawal requests will require the written authorization of the Participant's Employer or the Participant's Employer's Designee in a form acceptable to us, specifying the portion of the Participant's Annuity Account Value that is available for distribution, the amount to be withdrawn and the Investment Option(s) from which the withdrawal is to be made. Withdrawals are subject to the restrictions in the section "Restrictions on Withdrawals, Distributions and Other Payments."

Following receipt of written notice, we will pay or if requested, transfer or directly roll-over to another contract or custodial arrangement that meets the requirements of Section 403(b)(1), Section 403(b)(7), or such eligible qualified plan or arrangement as permitted by applicable law, the lesser of the Cash Value, less any funds restricted in accordance with the section "Restrictions on Withdrawals, Distributions and Other Payments", and the amount requested. This amount paid, transferred or directly rolled over, plus any applicable withdrawal charge in accordance with Part IX "Withdrawal Charges" will be withdrawn from the Investment Options. Unless instructed otherwise, the amount withdrawn (including any withdrawal charge) will be deducted from the Investment Options in proportion to the amounts in such Investment Options.

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

We may decline to accept a request for a withdrawal of less than [\$300], or where the withdrawal would violate the provisions of this Section or the Section "Spousal Annuity and Consent Rules". If a withdrawal made under this section would result in an Annuity Account Value of less than [\$500], we will inform the Participant and we reserve the right to terminate the Participant's participation under the Contract in accordance with the section "Participant Accounts".

Prior to making any payment, we may request from the Employer or, the Employer's Designee such information which may include a certification as we may reasonably require to determine if the withdrawal, alone or together with any previous withdrawal made by the Participant is necessary and proper under the terms of the Employer's Plan.

We will pay any amount payable under this subsection as the Employer or the Employer's Designee directs in writing and such payment will fully discharge us from all liability with respect to the amount paid.

SECTION 5.03-DIRECT ROLLOVER WITHDRAWALS

Unless otherwise instructed by the Employer or the Employer's Designee, any withdrawal request for a direct rollover from the Participant's account must be made through the Employer.

The Participant may elect to have all or any portion of the Participant's Cash Value paid directly to another "eligible retirement plan" in a "direct rollover transaction" as these terms are defined in Sections 403(b), 402(c) and 401(a)(31) of the Code. A surviving spouse beneficiary described in the "Beneficiary" Section of this Contract, may also elect a direct rollover of the Death Benefit described in the "Death Benefit" 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 Participant's benefit (or for the benefit of the Participant'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 Participant has elected a payment option under Part VII of this Contract, "Annuity Benefits and Required Minimum Distributions", which is either a life contingent annuity or pays substantially equal periodic payments for a period of ten years or more, the direct rollover option does not apply to those funds.
- (d) The direct rollover option is not available for a hardship distribution within the meaning of Section 402(c)(4)(C) of the Code.

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

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

If the Plan permits contract terminations due to a small account balances, if the balance is more than \$1,000 and the Participant does not elect to either (i) receive the distribution themselves, 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.

SECTION 5.04-DEATH BENEFIT

Payment of the death benefit is subject to the "Required Minimum Distribution" rules of Sections 403(b) and 401(a)(9) of the Code. See Section 7.06B, "Required Minimum Distribution Rules-Payments After the Participant's Death".

Upon our receipt of due proof of the Participant's death and any required instructions, information and forms necessary to effect the payment (the Transaction Date), we will pay to the Participant's Beneficiary the amount of the death benefit. We will pay the death benefit in the form elected by the Participant's Beneficiary and reported to us by the Employer or the Employer's Designee. Subject to the rules and laws then in effect, the Participant's Beneficiary may elect:

- (a) to receive the death benefit in a single sum;
- (b) to apply the death benefit to purchase an Annuity Benefit in a form that we currently offer;
- (c) to apply the death benefit to provide any other form of benefit that we offer.

If the Participant so elects in writing any amount that would otherwise be payable to a Beneficiary in a single sum will be applied to provide an Annuity Benefit. Subject to our rules then in effect, such election may be changed during the Participant's lifetime. Any such change must be made in writing in a form acceptable to us. The Beneficiary cannot change the Participant's election. If at the Participant's death there is no election in effect, the Beneficiary may make such an election. In the absence of any election by either the Participant or the Participant's Beneficiary, we will pay the death benefit in a single sum.

The amount of the death benefit is equal to the greater of (i) the Annuity Account Value as of the Transaction Date less any unpaid loan balance including interest due but not paid, and (ii) the minimum death benefit. The minimum death benefit is the sum of all Contributions less any withdrawals, withdrawal charges (if applicable), and less any unpaid loan balance including interest due but not paid.

Withdrawals will reduce the minimum death benefit on a pro rata basis. Reduction on a pro rata basis means that we calculate the percentage of the Participant's current Annuity Account Value that is being withdrawn and we reduce the Participant's current minimum death benefit by that same percentage. The amount of any death benefit payable may be reduced by the amount of any forfeiture that applies as reported by the Employer as described in the section "Forfeitures/Forfeiture Account".

The payment of the death benefit is subject to the requirements of ERISA, if applicable.

The death benefit will not be paid under this Section 5.04 if the "Beneficiary Continuation Option" under Section 5.05 is in effect.

Enhanced Death Benefit

If the Participant elects the Enhanced Death Benefit the following will apply to the amount of the death benefit instead of the amount of the death benefit described above. The amount of the death benefit will be equal to the greater of (i) the Annuity Account Value as of the Transaction Date less any outstanding loan and accrued loan interest, and (ii) the Enhanced Death Benefit as of the date of the Participant's death.

On the Participation Date, the Enhanced Death Benefit is equal to the initial Contribution. Thereafter, the Enhanced Death Benefit will be reset every [three] years on the Participation Date anniversary to the Annuity Account Value if greater than the previously established Enhanced Death Benefit (adjusted for Contributions and withdrawals), up to the date the Participant attains age [85]. Contributions will increase the Enhanced Death Benefit on a dollar-for-dollar basis. Withdrawals will reduce the Enhanced Death Benefit on a pro rata basis, in the same manner as for the minimum death benefit described above.

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Once elected at the time of enrollment the Participant may not terminate the Enhanced Death Benefit. The charge for the Enhanced Death Benefit will be a percentage of the Annuity Account Value on the Participation Date anniversary, see the section "Charges Deducted From Annuity Account Value".

Beneficiary

Subject to the terms of the Plan, the Participant may name one or more persons to be the primary Beneficiary and one or more persons to be successor Beneficiary if the primary Beneficiary dies before the Participant. If the Participant has named two or more persons as the Beneficiary, the Beneficiary will be the named person or persons who survive the Participant and payments will be made to such persons in equal shares or to the survivor. Unless the Participant specifically elects in writing otherwise, we will treat each Beneficiary's share of the death benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation. The Participant's selection of a Beneficiary is subject to the requirements of ERISA, if applicable.

The Participant may change the Beneficiary during the Participant's lifetime and while coverage under this Contract is in force. Any such change must be made in writing in a form acceptable to us. A change will take effect as of the date the written form is executed, whether or not the Participant is living on the date of receipt at the Processing Office. We will not be liable as to any payments made or actions taken before receipt of any such change at the Processing Office.

Any part of a death benefit payable as described in the section "Beneficiary" for which there is no named Beneficiary living at the Participant's death will be payable in a single sum to the Participant's spouse, if any, or if there is no spouse, then to the Participant's children who survive the Participant, in equal shares, or, if there are no surviving children, then to the Participant's estate.

SECTION 5.05-BENEFICIARY CONTINUATION OPTION

Except as otherwise provided in this Section 5.05, this Section will apply only if the Participant dies before the Maturity Date, and the Beneficiary(ies) named under the “Beneficiary” Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and the non-individual Beneficiary’s portion of the death benefit described in the “Death Benefit” Section of this Contract is payable to such non-individual Beneficiary.

This Section 5.05 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 the Participant’s interest under this Contract after the Participant’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 the Participant’s death as described in Section 7.06B, “Required Minimum Distribution Rules - Payments After the Participant’s Death”.

If this Section applies and there is more than one Beneficiary, the Participant’s entire interest in the Participant’s account under this Contract will be apportioned among the Participant’s Beneficiaries as the Participant designates pursuant to the “Beneficiary” section of this Contract.

If the Beneficiary qualifies to continue the Participant’s account under 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 Participant’s death and before any contrary election is made, that Beneficiary may continue the Participant’s account under this Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest under this Contract is a “Continuation Beneficiary”.

For any Beneficiary who does not timely elect to continue his or her portion of the interest in that Participant’s account under this Contract, we will pay that Beneficiary’s share of the death benefit pursuant to the “Death Benefit” section of this Contract, in a lump sum.

The terms of the Beneficiary Continuation Option are as follows:

- a. the Contract cannot be assigned and must continue in the Participant’s name for the benefit of the Participant’s Continuation Beneficiary.
- b. as of the date we receive satisfactory proof of the Participant’s death and all written documentation necessary to make a claim under the Contract, we will compare the Annuity Account Value and the minimum death benefit as of this date (the reset date, if applicable). If the Annuity Account Value is less than the minimum death benefit, we will reset the Annuity Account Value to equal such death benefit.

- c. 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.
- d. The death benefit provision ends after the Beneficiary Continuation Option is elected.
- e. Each Continuation Beneficiary will automatically become the Participant as defined in this Contract with respect to that Continuation Beneficiary's portion of the interest in the Participant's account under this Contract. If the Participant has specifically elected under the "Beneficiary" section of this Contract that we not separately account for each Beneficiary's portion of the interest in the Participant's account under this Contract, the oldest Continuation Beneficiary will be the Participant for purposes of calculating the Required Minimum Distribution payments.
- f. Each Continuation Beneficiary will have the right to transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the interest in the Participant's account under this Contract.
- g. A Continuation Beneficiary cannot make any additional Contributions.
- h. Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the interest in the Participant's account under the Contract will be made in accordance with requirements of "Required Minimum Distribution Rules-Payments After the Participant's Death" described in Section 7.06B.
- i. A 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 the Participant's account under this Contract are not subject to a withdrawal charge.
- j. 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 the Participant's Death".

PART VI - PLAN LOANS

SECTION 6.01-LOANS

General.

If and as permitted by the Plan and prior to the Participant's Maturity Date, the Participant may make a request for a loan by completing a Loan Request Form.

The Participant's loan is subject to the terms of the Plan and the Code. Future restrictions in the Code may require changes in the terms and availability of loans.

A Plan loan will be available only from the vested portion of the Participant's account under this Contract, as reported to us by the Employer or the Employer's Designee.

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

A loan is effective on the date we specify and after we approve the Loan Request Form. The Participant's Loan Request Form together with the Participant's loan confirmation notice will be the Participant's 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.

The Participant may have only [one] outstanding loan at a time. (H)

A. Loan Amount:

The minimum loan amount will be stated on the Loan Request Form. In no event will the minimum loan amount be less than [\$1,000]. (H)

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 the Participant has outstanding under all qualified plans of the Participant's Employer and other 403(b) Plan Funding Vehicles under the Plan, as required by Section 72(p) of the Code.

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

(A) \$50,000, less the highest outstanding balance of loans under any other 403(b) Plan Funding Vehicles or any other qualified plan that the Participant 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 403(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 Participant's nonforfeitable accrued benefit under all of the 403(b) Plan Funding Vehicles or other qualified plans of the Employer or (ii) \$10,000.

B. Loan Term:

The loan term will be for a maximum of five years. If the Participant states on the Loan Request Form that the purpose of the loan is to purchase the Participant'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 under the section "Commencement of Annuity Benefits", (ii) the date of termination pursuant to the section "Participant Accounts", and "Termination of the Contract" or (iii) the date a death benefit becomes payable under the Section "Death

Benefit”, 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.

C. 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 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 subsection D below) minus 2%, or such other percentage determined by us in accordance with our then current procedures. Such rate shall not be greater than permitted under any current applicable state or federal law.

The Participant may specify on the Loan Request Form from which Investment Option(s) the Loan Reserve Account will be funded. If permitted by the Plan, and as reported to us by the Employer or the Employer's Designee, the Participant may choose the source of a transaction, that is, whether a loan permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Contract. In the absence of the Participant’s direction, or if the Participant’s directions cover only part of the amount required to be transferred to the Loan Reserve Account, we will transfer the required (or additional required) amounts from each Investment Option in proportion to the amount that the Participant has in such Investment Options.

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

D. Loan Interest Rate:

- (1) Under a 403(b) Plan not subject to ERISA, 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 not be greater than any maximum rate required under any current applicable state or federal law.
- (2) Under a 403(b) Plan subject to ERISA, the applicable provisions of the Plan or the Employer or the Employer's Designee will determine the applicable interest rate at which interest on the loan will accrue daily, subject to any limitations imposed by law. The rate so determined will be a reasonable rate set in accordance with Department of Labor Regulations 2550.408b-1(e), and will be based on prevailing rates available at the date of determination on loans charged by persons in the business of lending money for loans which would be made under similar circumstances. Such rate will not be greater than any maximum rate required under any current applicable state or federal law.

E. 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 Option and may be withdrawn (if otherwise permitted), transferred to another Investment Option, or applied to an Annuity Benefit.

F. Default:

By each repayment due date (or specified date thereafter according to 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 to change our procedures at any time.

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 the Participant's 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 the Section, "Restrictions on Withdrawals, Distributions, and Other Payments", on the Participant's 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 Participant's 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 Participant reaches age 59 1/2 or we are notified in writing that another event has occurred which would permit Restricted Amounts to be paid. (Such an event includes a severance from employment with the Employer, disability or death.)

G. 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 applicable law or regulations that apply to this Contract.

PART VII ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS

SECTION 7.01-FORMS OF DISTRIBUTION

The Participant may elect (i) a single sum distribution, (ii) an Annuity Benefit, or (iii) any other form of payment of the Cash Value offered by us, subject to the terms of the Plan and the approval of the Employer.

SECTION 7.02-ELECTION/REPORT FOR ANNUITY BENEFIT

An election to have the Cash Value paid in the form of an Annuity Benefit can only be made if the Cash Value is at least \$2,000. The Employer will report to us each Participant or other person with respect to whom an Annuity Benefit is to be provided under this Contract and whether all or a portion of the Cash Value is to be used for such Annuity Benefit. The report must be made before the first payment under such Annuity Benefit and must be in the form prescribed by us and will include all pertinent facts and determinations requested by us. We will rely on the reports and other information furnished by the Employer and will not inquire as to the accuracy or completeness thereof.

SECTION 7.02A-MATURITY DATE

The Maturity Date is shown in the Data Pages, but may be changed by us in conformance with applicable law. The Maturity Date may not be earlier than 13 months following the Participation Date, unless otherwise provided in the Data Pages.

SECTION 7.03-ANNUITY BENEFIT FORMS

The "Normal Form" of Annuity Benefit is an Annuity Benefit payable on the Life-10 Year Period Certain Annuity Form described below, unless another form may apply pursuant to the terms of the Plan, the requirements of ERISA or any other law that applies. We may offer other annuity forms available from us or from one of our affiliated or subsidiary life insurance companies. Such form may include the Joint and Survivor Life Annuity Form which provides monthly payments while either of the two persons upon whose lives such payments depend is living. The monthly amount to be continued when only one of the persons is living will be equal to a percentage, as elected, of the monthly amount that was paid while both were living.

The Life Period Certain Annuity Form is an annuity payable during the lifetime of the person on whose life the payments depend, but with 10 years of payments guaranteed (10 years certain period). That is, if the Participant dies before the 10-year certain period has ended, payments will continue to the Beneficiary named to receive such payments for the balance of the certain period. In no event will the certain period exceed the life expectancy of the person on whose life the annuity payments depend in accordance with the Code. The Life 10 Year Period Certain Annuity Form is payable on a unisex basis.

SECTION 7.04-AMOUNT OF ANNUITY BENEFITS

If an Annuity Benefit payment is elected in lieu of the Cash Value, the amount applied to provide the Annuity Benefit will, unless otherwise specified by the Employer or required by applicable laws and regulations, be (1) the Annuity Account Value, if the annuity form elected provides payments for a person's remaining lifetime or (2) the Cash Value, if the annuity form elected does not provide such lifetime payments.

The amount applied to provide an Annuity Benefit may be reduced by a charge for any taxes, as described under the section "Applicable Tax Charges", that apply on annuity purchase payments. If we have previously deducted charges for applicable taxes from Contributions, we will not again deduct charges for the same taxes before an Annuity Benefit is provided. The balance will be used to purchase the Annuity Benefit on the basis of either (1) the Tables of Guaranteed Annuity Payments or (2) our then current individual annuity rates, whichever rates would provide a larger benefit with respect to the payee, or (3) any of our single consideration immediate annuity contracts offered at the time to the same class of Participants.

SECTION 7.05-ANNUITY BENEFIT

Payments under an Annuity Benefit will be made monthly. An election may be made by the Employer on behalf of the Participant to have the Annuity Benefit paid at other intervals, such as every three months, six months, or twelve months, instead of monthly, subject to our rules at the time of election. This election may be made at the time the Annuity Benefit form as described in the section "Annuity Benefit Forms" is elected. In that event, all references in this Contract to monthly payments will be deemed to mean payments at the frequency elected.

SECTION 7.06-REQUIRED MINIMUM DISTRIBUTIONS

This Contract is subject to the "Required Minimum Distribution" rules of Sections 403(b) and 401(a)(9) of the Code, including the Treasury Regulations which apply. To the extent that any payment, benefit, or distribution options available to the Participant 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 Participant's lifetime. Subsection B below, describes the Required Minimum Distribution payments to be made after the Participant's death, if the Participant dies before the Participant's entire interest under this Contract is distributed to the Participant.

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

If the Participant chooses annual withdrawals, the Participant's annual Required Minimum Distribution payments calculated for the Participant's account may be made from the Participant's account or from another 403(b) Plan Funding Vehicle that the Participant maintains, pursuant to Treasury Regulations. If the Participant does not take Required Minimum Distribution payments from their account, we will assume that the Participant is taking them from another 403(b) Plan Funding Vehicle that the Participant maintains.

A. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS DURING THE PARTICIPANT'S LIFE

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

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

The Participant's 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 Participant's life, or the lives of the Participant and the Participant's named Beneficiary, or a period certain not extending beyond the Participant's life expectancy, or the joint and last survivor expectancy of the Participant and the Participant'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 Participant may satisfy the Required Minimum Distribution rules by applying any portion of their entire interest under the Certificate to an Annuity Benefit which satisfies Treasury Regulation Section 1.401(a)(9)-6, or any successor Regulation. The distribution periods described in the preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation. If such an Annuity Benefit is elected after your Required Beginning Date, the first payment interval must begin on or before the date amounts are applied to the Annuity Benefit and the payment required for one payment interval must be made no later than the end of such payment interval.

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

To the extent that distributions have not begun in the form of an annuity on an irrevocable basis (except for acceleration) lifetime distributions of your interest under the Certificate 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 Participant’s interest under the Certificate (determined in accordance with Treasury Regulations) by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation, using your attained age as of your birthday in the calendar year for which the distribution is required; or
- (b) if the Participant’s sole designated Beneficiary for the calendar year for which the distribution is required is your spouse, the quotient obtained by dividing the Participant’s interest under the Certificate (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 Participant’s respective attained ages as of the Participant’s 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 the Participant’s account on an irrevocable basis, the Participant’s entire interest under the Certificate as of any valuation date includes the dollar amount credited under the Participant’s account plus the actuarial value of any other benefits (such as minimum survivor benefits) that will be provided under the Participant’s account.

B. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS AFTER THE PARTICIPANT’S DEATH

- (a) *Death On or After Lifetime Required Minimum Distribution Payments Begin.* If the Participant dies on or after lifetime Required Minimum Distribution payments begin, the remaining portion of the Participant’s interest under this Contract will continue to be distributed at least as rapidly as under the Annuity Benefit or other option chosen under the Participant’s account.

- (b) *Death Before Lifetime Required Minimum Distribution Payments Begin.* If the Participant dies before lifetime Required Minimum Distribution payments begin, the Participant's entire interest will be distributed at least as rapidly as follows:
- (1) If the Participant's Beneficiary is an individual other than the Participant's surviving spouse as described in the immediately following paragraph, the Participant's entire interest under this Contract will be distributed, starting by the end of the calendar year following the calendar year of the Participant'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 Participant's death. In the alternative, the Beneficiary may elect to take distribution of the Participant's entire interest under this Contract in accordance with this Subsection B, paragraph (b)(3) below.
 - (2) If the Participant's sole Beneficiary is the Participant's surviving spouse, the Participant's entire interest under this Contract will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 70 1/2 if later), over such surviving spouse's life. In the alternative, the Participant's surviving spouse may elect to take distribution of the Participant's entire interest under this Contract in accordance with this Subsection B, paragraph (b)(3) below. If the Participant's surviving spouse dies before these required distributions commence to him or her, the Participant's remaining interest under this Contract will be distributed, starting by the end of the calendar year following the calendar year of the Participant's surviving spouse's death, over the Participant's 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 Participant's spouse. In the alternative, that Beneficiary may elect to take distribution of the Participant's entire interest under this Contract in accordance with this Subsection B, paragraph (b)(3) below. If the Participant's 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 the Participant's account.
 - (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 Participant's death (or of the Participant's surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).
 - (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to the 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 the Participant's Required Beginning Date defined above in Subsection A of this section or, if applicable, on the date distributions are required to begin to the Participant's 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 Participant's interest under this Contract after the Participant'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 Participant's death is the quotient obtained by dividing the Participant's interest under 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 Participant'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 Participant'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.

SECTION 7.07-COMMENCEMENT OF ANNUITY BENEFITS

At or prior to the Maturity Date or we will notify the Participant of the payout options available under this Contract.

No Maturity Date will, however, be later than the first day of the month that follows the date the Participant attains the "maximum maturity age". The current maximum maturity age will be specified in the Participant's Certificate. We may change this age in conformance with applicable law.

SECTION 7.08-CHANGES

We reserve the right, upon advance written notice to the Employer, to change at any time on and after the fifth anniversary of the Contract Date, at intervals of not less than five years, the actuarial basis used in the Tables of Guaranteed Annuity Payments; however, no such change will apply to (A) any Annuity Benefit provided before the change or (B) Contributions made before such change which are applied to provide an Annuity Benefit.

SECTION 7.09-SPOUSAL ANNUITY AND CONSENT RULES

This section applies if the Plan is subject to ERISA.

If the Participant is married, payments will be made in the form of a qualified Joint and Survivor Annuity as defined in Section 417(b) of the Code. If the Participant is not married, payments will be made in the "Normal Form" of Annuity (as described in Part VII of this Contract), unless the Participant elects otherwise as described in this section. If the Participant is married and dies before payments have begun, payments will be made to the Participant's surviving spouse in the form of a Life Annuity unless at the time of the Participant's death there was a contrary election made pursuant to this section. However, the Participant's surviving spouse may elect, before payment is to commence, to have payment made in any form permitted under the terms of this Contract and the Plan.

The Participant may elect pursuant to the Plan and ERISA not to have payments made in the form of a qualified Joint or Survivor annuity or Life Annuity as the case may be. In that case it will be paid in any other form elected under the terms of this Contract and the Plan. If payments are to be made to the Participant's spouse upon the Participant's death, the Participant's spouse may elect in accordance with the Plan and ERISA for a Beneficiary other than the spouse to receive payments.

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

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

The provisions requiring spousal consent in this section will also apply with regard to the Participant's election to take any in-service withdrawal under the terms of the Plan and will also apply to withdrawals for loans as described in the section on "Loans". A spouse's written consent, witnessed by a representative of the Plan or a notary, must be given on a form acceptable to the Employer and us, in accordance with the Plan and ERISA, prior to any such withdrawal or loan, unless the Participant can show that there is no spouse or that the spouse cannot be located.

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

SECTION 7.10-CONDITIONS

We may require proof acceptable to us that the person on whose life a benefit payment is based is alive when each payment is due. We will require proof of the age of any person on whose life an Annuity Benefit is based.

If a benefit was based on information that is later found not to be correct, such benefit would be adjusted on the basis of the correct information. The adjustment will be made in the number or amount of the benefit payments, or any amount used to provide the benefit, or any combination. Overpayments by us will be charged against future payments. Underpayments will be added to future payments. Our liability is limited to the correct information and the actual amounts used to provide the benefits.

If the age (or sex, if applicable as stated in the Tables of Guaranteed Annuity Payments) of any person upon whose life an Annuity Benefit depends has been misstated, the benefits payable will be based on the benefit amount applicable to those that would have been purchased at the correct age (or sex). Any overpayments or underpayments made by us will be charged or credited with interest of [6%] or the then current Guaranteed Interest Rate; we will determine which rate will apply, on a uniform and nondiscriminatory manner, for similar contracts. Such interest will be deducted from or added to future payments.

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If we receive proof satisfactory to us that (1) a payee entitled to receive any payment under the terms of this Contract is physically or mentally incompetent to receive such payment or is a minor, (2) another person or an institution is then maintaining or has custody of such payee, and (3) no guardian, committee or other representative of the estate of such payee has been appointed, we may make the payments to such other person or institution. In the case of a minor, the payments will not exceed [\$200]. We will have no further liability with respect to the payments so made.

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If the amount to be applied hereunder is less than [\$2,000] or would result in an initial payment of less than [\$20], we may pay the amount to the payee in a single sum instead of applying it under the annuity form elected.

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PART VIII – PARTICIPANT ACCOUNTS; FORFEITURE ACCOUNT

SECTION 8.01-PARTICIPANT ACCOUNTS

The Employer will specify each Participant for whom an account is to be maintained under this Contract. The Employer will also specify by Participant each Contribution being remitted, the source, if applicable, to which each Contribution relates, and the allocation by source of such Contribution among the Investment Options. The terms of the section “Guaranteed Interest Option-Conditions”, the section “Variable Investment Options/ Accumulation Units and Unit Values”.

Subject to the terms of the Plan and the restrictions on distributions stated in the section “Restrictions on Distributions”, we will at the Employer’s request terminate a Participant’s participation under this Contract by paying the Annuity Account Value (less any applicable withdrawal charge) to the Participant. This right will be exercised only if (i) no initial Contributions have been received on the Participant’s behalf within 120 days of the Participation Date under the Certificate, (ii) there have been no on-going Contributions received on behalf of the Participant during the last three completed Participation Years, and the Annuity Account Value is less than [\$500], or (iii) a partial withdrawal is made that would result in the Annuity Account Value of the Participant’s account falling below [\$500].

(A)

The designations or maintenance of any account under this Contract shall not give any Participant, or Beneficiary of the Participant, or any other person any right or interest specific to the assets invested in the Investment Options of the Contract unless so specifically provided by the provisions of this Contract.

If so specified in the Application, the Employer may not make withdrawals from or terminate a Participant account without the Participant’s written consent other than as provided in the section “Forfeitures/Forfeiture Account”.

SECTION 8.02-FORFEITURES/FORFEITURE ACCOUNT

All or a portion of amounts attributable to Employer Contributions, which are non-vested may be subject to forfeiture under the Plan.

The Employer will inform us if the Annuity Account Value of a Participant’s account is to be reduced as a result of a forfeiture pursuant to the terms of the Plan. The amount of such reduction will be withdrawn from the Participant’s account, without a withdrawal charge, and held in the forfeiture account. However, if the Employer transfers such amount to another provider, the withdrawal will be subject to the applicable withdrawal charge as specified in the Application. We also reserve the right to impose a transfer charge for any such transfer.

The forfeiture account will be an unallocated account under this Contract and maintained in the Guaranteed Interest Option. Amounts in the forfeiture account will be reallocated on an annual basis to the remaining Participants as reported in writing to us by the Employer. We will reallocate these amounts in accordance with the Participant’s investment allocations on record. Unless otherwise directed by the Employer, such reallocation will be made as soon as practicable after our receipt of directions from the Employer.

PART IX - CHARGES

SECTION 9.01-WITHDRAWAL CHARGES

Payment made under Part V “Distributions and Death Benefits” may be subject to a withdrawal charge as specified in the Application. Withdrawals from any forfeiture account are also subject to such withdrawal charge if not reallocated to the Participants.

The years of participation under a Prior Contract or Certificate, if applicable, may be included for purposes of determining the withdrawal charge.

The withdrawal charge will be reduced to the extent required to comply with any applicable state law.

We reserve the right to reduce or waive the withdrawal charge upon such events specified in the Application.

If the Plan is subject to a withdrawal charge then, a “Free Withdrawal Amount” will apply as follows:

“Free Withdrawal Amount,” means an amount equal to 10% of the Annuity Account Value minus the total of all prior withdrawals (and associated withdrawal charges) in the current Participation Year minus any amount in the Loan Reserve Account without incurring a withdrawal charge. The free withdrawal amount when applicable may be changed but it will always be a percentage between 0% and 30%.

Except as provided in the section “Early Withdrawal Charge”, amounts withdrawn by the Employer upon termination of the Contract are subject to any applicable withdrawal charge.

SECTION 9.02-THIRD PARTY TRANSFER CHARGES

We have the right to deduct a charge for each occurrence for a direct transfer to another annuity contract or custodian account that meets the requirements of section 403(b) of the Code. This charge, if any, will be specified in the Application and will not be less than \$25 or greater than \$65.

SECTION 9.03-PLAN OPERATING EXPENSE

If we are instructed by the Employer or the Employer's Designee to withdraw a Plan Operating Expense from the Participant's account, 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 the Employer or the Employer's Designee. Such instructions may be given by the Participant in the absence of instructions from the Employer or the Employer's Designee, in which event we will remit the proceeds to the Plan's duly authorized administrator. AXA Equitable shall have no responsibility for determining that this fee is necessary and proper under the terms of the Plan.

Withdrawals in accordance with this paragraph are not considered withdrawals for purposes of the Sections of the Contract, “General Withdrawals and “Withdrawal Charges”.

SECTION 9.04-CHARGES DEDUCTED FROM ANNUITY ACCOUNT VALUE

Enhanced Death Benefit Charge

If the Participant elects the Enhanced Death Benefit the charge will be a percentage of the Annuity Account Value not to exceed [15%.] This charge will be deducted on each Participation Date anniversary pro rata from the Guaranteed Interest Option and Variable Investment Options.

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Administrative Charge

As of each Processing Date, we will deduct administrative charges related to the administration and/or distribution of the Certificate from the Annuity Account Value. Such Charges, if any, are shown in the Application. The amount of any such Charge may be increased to a maximum of \$65 in accordance with the section "Changes".

The Administrative Charge, if applicable, will be deducted pro rata from the Guaranteed Interest Option and Variable Investment Options. Also, the charge will be prorated for the Participation Year or portion thereof in which the Participation Date occurs or in which the Annuity Account Value is withdrawn or applied to provide an Annuity Benefit or death benefit.

We have the right to change the amount of the charges with respect to future Contributions. We will give the Employer and the Participant advance notice of any such change.

SECTION 9.05-TRANSFER AND LOAN CHARGES

We reserve the right to impose a charge with respect to any of the following

- 1) establishing and administration of a loan;
- 2) any transfer among Variable Investment Options (after the number of such transfers indicated in the section "Transfer Rules")

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

SECTION 9.06-SEPARATE ACCOUNT CHARGE

Net Assets of the Separate Account will be subject to a daily asset charge at an annual charge as specified in the Application.

SECTION 9.07-PLAN RECORDKEEPING SERVICE CHARGES

If the Employer requests that we provide Plan recordkeeping services and we agree, the Employer will pay such charge directly to us or in the alternative the Employer may direct us to deduct such charge from Participant accounts. Such charges will be mutually agreed upon by the Employer and us.

SECTION 9.08-APPLICABLE TAX CHARGES

We reserve the right to deduct a charge that we determine to approximate certain taxes that may be imposed on us, including but not limited to premium taxes, that may apply in the Participant's state of residence. The tax charge will be deducted from amounts applied to an Annuity Benefit in accordance with Part VII "Annuity Benefits". If the tax is imposed at a time other than when amounts are applied to an Annuity Benefit, we reserve the right to deduct the charge from Contributions as described in "Contributions, Allocations and Discontinuance" or withdrawals as described in "General Withdrawals".

SECTION 9.09-CHANGES

In addition to our right to reduce or waive charges as described in this Part IX of this Contract, we reserve the right, upon advance notice to the Employer, to increase the amount of any charge with respect to each Participant, subject to (a) any maximum amount provided in this Part IX and (b) with respect to withdrawal and administrative charges deducted from the Annuity Account Value. The application of any increase is to be made on a prospective basis. We also reserve the right, upon advance written notice to the Employer, to increase the maximum amount of any charge provided in this Part IX or the Application, only with respect to Participants whose Participation Date occurs after the effective date of the increase, but not to exceed the maximum amount then permitted by any law that applies.

Part X - UNALLOCATED ACCOUNT:

SECTION 10.01-UNALLOCATED ACCOUNT

Subject to the conditions set forth in this section, we will accept transfers of cash into this Contract; we do not accept in-kind asset transfers from a prior funding vehicle. When we receive cash transferred from a prior funding vehicle, the transferred amount will be credited as one lump sum to the Plan's Unallocated Account. Any amount held in the Plan's Unallocated Account becomes part of our Guaranteed Interest Option and will be credited with interest at the rate applicable to amounts held in the Guaranteed Interest Option. The transferred amount will remain in the Plan's Unallocated Account until we have received all the information we require, including properly completed forms, to effect a transfer from the Plan's Unallocated Account to a Participant's account. With respect to each Participant, we will allocate amounts to each Participant's account only after the Employer provides instructions that are acceptable and necessary in order to complete the allocation process. We reserve the right to limit the period during which such instructions may be received to no more than 10 days from the initial transfer into the Plan Unallocated Account and to return funds to the Employer for which transfer information has not been timely received in good order. Under no circumstances will we be required to transfer to Participant accounts an amount in aggregate greater than the amount deposited by the Employer plus such interest as we credited to the Unallocated Account, unless otherwise expressly agreed upon between the Employer and us.

The Employer is solely responsible for effectuating the asset transfer in accordance with all applicable laws and regulations.

For purposes of this Part X of the Contract, we will not accept any rollover amounts described in section 403(b)(8) of the code from the employee to be deposited into the Unallocated Account. Once the employee becomes a Participant such amount can be rolled over directly into the Participant's investments options.

PART XI – GENERAL PROVISIONS

SECTION 11.01-CONTRACT

This Contract and the Application constitute the entire contract between the parties and will govern with respect to our rights and obligations.

This Contract may not be modified, nor may any of our rights or requirements be waived, except in writing and signed by one of our authorized officers. In addition to the rights of change reserved by us as provided in this Contract, the Contract may be changed by amendment or replacement without the consent of any other person provided that such change does not reduce any Annuity Benefit provided before such change and provided that no rights, privileges or benefits under the Contract with respect to Contributions made hereunder prior to the effective date of such change may be adversely affected by an amendment to the Contract without the consent of the Employer.

We are under no obligation or by reason of issuance of this Contract either (a) to determine whether any payment, distribution or transfer under this Contract complies with the provisions, terms and conditions of the Plan or with applicable law or (b) to administer the Plan, including without limitation, any provisions required by any applicable law.

Subject to our approval, the Employer may designate another person to exercise rights under the Contract.

SECTION 11.02-STATUTORY COMPLIANCE

We reserve the right to amend the terms of the Contract and any contract thereunder without the consent of any other person in order to comply with applicable laws and regulations. Such right will include, but not be limited to, the right to conform the terms of the Contract and any contract thereunder to reflect changes in the Code, in Treasury regulations or published rulings of the Internal Revenue Service, so that the Contract will continue to be an annuity contract under section 403(b) of the Code.

No amendment to the terms of the Contract may vest in any Employer any interest or control over any assets of the Plan invested in this Contract or cause any such assets to be used for or diverted to, purposes other than the exclusive benefit of Plan Participants or their Beneficiaries.

The benefits and values available under this Contract will not be less than the minimum benefits required by any applicable federal and/or state law.

SECTION 11.03-DEFERMENT

Application of proceeds to provide a payment of a death benefit under Part V and payment of any portion of the Annuity Account Value (less any applicable withdrawal charge) will be made within seven days after the Transaction Date. Payments or applications of proceeds from a Separate Account may be deferred for any period during which (1) the New York Stock Exchange is closed or trading is restricted, (2) sales of securities or determination of the fair value of the Separate Account's assets is not reasonably practicable because of an emergency, or (3) the Securities and Exchange Commission, by order, permits us to defer payment in order to protect persons with interests in the Separate Account. We may defer payment or transfer of any portion of the Annuity Account Value in the Guaranteed Interest Option for up to six months while the Participant is living.

SECTION 11.04-NONTRANSFERABILITY, ASSIGNMENTS, NONFORFEITABILITY

The Participant may not transfer the entire interest under this Contract. This Contract is intended to be nontransferable within the meaning of Section 401(g) of the Code.

No portion of the Participant's interest in this Contract or the Participant's rights under the 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 this 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.

The Participant's entire interest under this Contract is nonforfeitable except as otherwise provided in the section "Forfeitures/Forfeiture Account".

It is impossible, prior to the satisfaction of all liabilities with respect to the Participant and the Participant's Beneficiaries under the Plan, for any part of the assets and income of the Contract to be used for, or diverted to, purposes other than for the exclusive benefit of the Participant and the Participant's Beneficiaries under the Plan.

SECTION 11.05-SEPARATE ACCOUNTING ON NOTIFICATION OF DISQUALIFICATION OF THE PLAN OR CONTRACT

If we are informed in documentation acceptable to us that the Plan fails to qualify or no longer qualifies as a 403(b) plan, or that this Contract fails to qualify or no longer qualifies in whole or in part as a 403(b) Plan Funding Vehicle, we will separately account for the amounts under the Contract which are not qualified. We will have the right to terminate this Contract. As agreed with the Employer or the Employer's Designee, we will terminate the Employer's Plan participation under the Contract and pay the amounts held in the Investment Options with respect to the Plan, or (ii) transfer the amounts held in the Investment Options to another contract agreed to by the Participant's Employer and us.

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

SECTION 11.06-EMPLOYER'S RESPONSIBILITY

The Employer will have responsibility for the administration of the Plan, Contributions, authorization of payments and other distributions hereunder. We will deal with the Employer in accordance with the terms and conditions of this Contract. We shall make no payment without written consent from the Employer, and we will be fully discharged of any liability therefore to the extent such payments are made pursuant to such direction from the Employer or Participant.

SECTION 11.07-PLAN STATUS

If the Plan is subject to ERISA, all requests for rollovers, qualified domestic relations orders, changes of Maturity Date, withdrawals, loans, Participant terminations or death benefit payments must be made or approved by the Employer on behalf of the affected Participant.

If the Plan is not subject to ERISA, unless otherwise provided in this Contract, and unless otherwise required by the Code all requests described in the preceding paragraph may be made by the Participant unless the Employer instructs otherwise.

The Employer reports to us on the Application if the Plan is subject to ERISA and we will rely on such report.

The Employer will notify us in writing of any changes in the ERISA Plan status. We will effect such changes as soon as practicable.

SECTION 11.08-TERMINATION OF THE CONTRACT

The Employer may terminate this Contract at any time by written notice in a form acceptable to us or by failing to make the required minimum aggregate Contribution under the section "Contributions", if applicable. In either event we will require the Employer to provide us with directions, for transfer of the entire amount held under the Contract (subject to any applicable withdrawal charge) to another contract or custodial account as provided in the section "General Withdrawals". In the event that Participant consent is required as stated in the Application to terminate a Participant account, the Contract may be terminated only as to Participants whose written consents have been received by us; with respect to each Participant Account for which we have not received such consent, all the terms and conditions of this Contract applicable to Participant accounts will continue to apply except that no additional Contributions may be made and we may rely solely on the instructions provided by the Participant without regard to the Employer or any terms of the Plan that are not expressly set forth in this Contract. The Contract will also terminate when Contributions are discontinued and the Annuity Account Value with respect to each Participant is zero.

SECTION 11.09-MANNER OF PAYMENT

Unless the Employer and we agree otherwise, all amounts paid to or from this Contract are payable by check in United States dollars.

SECTION 11.10-REPORTS AND NOTICES

At least once each year until the Maturity Date, we will furnish each Participant with a report showing for each Investment Option the Annuity Account Value and for each Variable Investment Option the number of Accumulation Units for each Variable Investment Option.

The terms of this Contract which require us to send a report or any written notice will be satisfied by our mailing any such report or notice to the Employer or Participant's last known address as shown in our records. Notifications of rules in effect and other matters of general applicability to this contract may be included in the product prospectus and prospectus supplements as mailed to such address from time to time. The notices and reports may also be delivered by electronic means as agreed upon between us and the Employer or Participant.

All written notices sent to us will not be effective until received in good order during a Business Day at the Processing Office.

SECTION 11.11-CONTRACT HOLDER'S RESPONSIBILITY

If the Contract Holder is the trustee of a trust established pursuant to a trust agreement between us and said trustee and adopted by the Employer, such trustee will have no responsibility for Contributions or any payments or other distributions under the Plan or Contract or for the administration of the Plan or Contract. In addition, we will deal with such trustee in accordance with the terms and conditions of the trust agreement pursuant to which the trustee agreed to act as such and in such manner as the trustee and we agree, without the consent of any other person.

TABLE OF GUARANTEED ANNUITY PAYMENTS

[Amount of Annuity Benefit payable monthly on the Life Annuity Form with Ten* Years Certain provided by application of \$1,000.

Ages	Monthly Income		Ages	Monthly Income	
	<u>Unisex</u>			<u>Unisex</u>	
60	3.48		78	4.94	
61	3.53		79	5.05	
62	3.59		80	5.18	
63	3.65		81	5.35	
64	3.71		82	5.53	
65	3.78		83	5.73	
66	3.84		84	5.94	
67	3.91		85	6.17	
68	3.99		86	6.40	
69	4.06		87	6.65	
70	4.15		88	6.90	
71	4.23		89	7.16	
73	4.41		91	7.67	
74	4.51		92	7.94	
75	4.61		93	8.23	
76	4.71		94	8.53	
77	4.82		95	8.86	

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*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Page for Period Certain tables for ages 80 and older.

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000

Age	60	61	62	63	64	65	66	67	68	69	70
60	3.10	3.12	3.14	3.15	3.17	3.19	3.20	3.22	3.24	3.25	3.27
61		3.14	3.16	3.18	3.19	3.21	3.23	3.25	3.27	3.28	3.30
62			3.18	3.20	3.22	3.24	3.26	3.28	3.29	3.31	3.33
63				3.22	3.24	3.26	3.28	3.30	3.32	3.34	3.36
64					3.26	3.29	3.31	3.33	3.35	3.37	3.39
65						3.31	3.33	3.36	3.38	3.40	3.42
66							3.36	3.38	3.41	3.43	3.45
67								3.41	3.44	3.46	3.49
68									3.44	3.46	3.49
69										3.49	3.52
70											3.55
											3.58

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 2.5% interest and mortality equal to 70% for males and 75% for females of the Annuity 2000 Mortality Table projected at 1% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.]



[EMPLOYER: [EMPLOYER]
 PARTICIPANT NAME: [JOHN DOE]
 PARTICIPATION DATE: [JANUARY 1, 2009]
 CERTIFICATE NUMBER: [12345678]

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GROUP FLEXIBLE PREMIUM COMBINATION FIXED AND VARIABLE DEFERRED ANNUITY CERTIFICATE

**AXA Equitable Life Insurance Company
 ("AXA Equitable")**

[Processing Office: EQUI-VEST Processing Office P.O. Box 4956
 Syracuse, New York 13221]

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In this Certificate, "we", "our" and "us" mean AXA Equitable. "You" and "your" mean the Participant.

This is the Certificate that is provided to you under the Contract and it describes your rights under the Contract.

The Employer has adopted a Plan designed to meet the requirements of Section 403(b) of the Internal Revenue Code. The Contract was issued to the Employer as a funding vehicle for the Plan. The Contract and the Application constitute the entire agreement between the Employer and us.

This Certificate summarizes the terms of the Contract and does not alter or void its terms. Unless otherwise expressly stated, in the event that a conflict arises between the Contract and Certificate, the Contract will govern.

TEN DAYS TO CANCEL – Not later than ten days after you receive this Certificate, you may cancel your participation under the Contract by returning this Certificate to us. We will refund any Contribution made to us.

The portion of the Annuity Account Value held in the Variable Separate Account may increase or decrease in value.

The interest rate is guaranteed with respect to the portion of the Annuity Account Value held in the Guaranteed Interest Option.

AXA EQUITABLE LIFE INSURANCE COMPANY, a stock life insurance company
 Home Office Address [1290 Avenue of Americas, N.Y. N.Y. 10104]

Christopher M. Condron
 President and Chief Executive Officer

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

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FIXED AND VARIABLE ANNUITY BENEFITS- NON-PARTICIPATING

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PART I – DEFINITIONS

SECTION 1.01-ACCUMULATION UNIT

“Accumulation Unit” means a unit of measure used to calculate the variable Annuity Account Value during the accumulation period.

SECTION 1.02-ACCUMULATION UNIT VALUE

“Accumulation Unit Value” means the dollar value of each Accumulation Unit in a Separate Account on a given date.

SECTION 1.03-ANNUITY ACCOUNT VALUE

“Annuity Account Value” means the sum of the amounts held for you in the Investment Options. 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 Annuity Account Value at any time may be reduced by the amount of any forfeiture, if applicable, as described in the section “Forfeitures/Forfeiture Account”.

SECTION 1.04-ANNUITY BENEFIT

“Annuity Benefit” means a benefit payable by us pursuant to Part VII of this Certificate.

SECTION 1.05-ANNUITY UNIT

“Annuity Unit” means a unit of measure used after the Maturity Date to calculate the amount of variable annuity payout.

SECTION 1.06-APPLICATION

“Application” means the Application for the Group Annuity Contract or participation in the Group Annuity Contract by the Employer and accepted by us.

SECTION 1.07-BENEFICIARY

“Beneficiary” means the person designated by you under the Plan to receive the death benefit.

SECTION 1.08-BUSINESS DAY

“Business Day” means any day on which the New York Stock Exchange is open for trading and generally ends at 4:00 P.M., Eastern Time, or such other time as we state in writing to you.

SECTION 1.09-CASH VALUE

“Cash Value” means an amount equal to the Annuity Account Value, less any charge that applies and less the amount of the entire unpaid balance of any loan, including interest due but not paid

SECTION 1.10-CERTIFICATE

“Certificate” means this document issued to you as evidence of your enrollment under the Contract which is intended to qualify as an annuity contract that meets the requirements of Section 403(b) of the Code, and is intended to be purchased in connection with an employer's plan under Section 403(b) of the Code. This TSA Certificate is intended to be a 403(b) Contract as defined below.

SECTION 1.11-CODE

“Code” means the Internal Revenue Code of 1986, as now or hereafter amended, or any corresponding provisions of prior or subsequent United States revenue laws, and includes applicable tax regulations. References to the “Code” in this Certificate include references to applicable Federal income tax Regulations.

SECTION 1.12-CONTRACT

“Contract” means the Group Annuity Contract and Application between the Contract Holder, Employer and us providing a variable annuity to fund the Plan. The terms of the Contract are agreed to by the Employer and us.

SECTION 1.13-CONTRACT DATE

“Contract Date” means the date following our acceptance of an Application with respect to a Plan.

SECTION 1.14-CONTRACT YEAR

“Contract Year” with respect to a Plan means the twelve-month period starting on (i) the Contract Date and (ii) each anniversary of the Contract Date, unless we agree to another period.

SECTION 1.15-CONTRIBUTION

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

SECTION 1.16- ELECTIVE DEFERRAL CONTRIBUTIONS

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

SECTION 1.17-EMPLOYER

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

SECTION 1.17A-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.

SECTION 1.18-ERISA

“ERISA” means Employee Retirement Income Security Act of 1974, as amended.

SECTION 1.19A-403(b) CONTRACT

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

SECTION 1.19B-403(B) PLAN FUNDING VEHICLE.

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

SECTION 1.20-GUARANTEED INTEREST OPTION

“Guaranteed Interest Option” means the Investment Option that pays interest at Guaranteed Interest Rates set by us from time to time.

SECTION 1.21-GUARANTEED INTEREST RATE

“Guaranteed Interest Rate” means the effective annual rate at which interest accrues on amounts allocated to the Guaranteed Interest Option.

SECTION 1.22-INVESTMENT OPTION

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

SECTION 1.23-MATURITY DATE

“Maturity Date” means the date on which the annuity payments described in Part VII are to commence. The Maturity Date is shown in the Data Pages and is based on the original Participant's date of birth.

SECTION 1.24-PARTICIPANT

“Participant” means an individual covered under the Plan who has been enrolled under the Contract and for whom we maintain an Annuity Account Value.

SECTION 1.25-PARTICIPATION DATE

“Participation Date” means the earlier of (a) the Business Day on which we issue this Certificate to you under the Contract and (b) the Business Day on which the first Contribution for you is received at the Processing Office. Your Participation Date is specified on the first page of this Certificate. The original Participation Date is the Business Day on which you were enrolled under a Prior Contract/Certificate if applicable.

SECTION 1.26-PARTICIPATION YEAR

“Participation Year” means the twelve-month period starting on (i) the Participation Date and (ii) each anniversary of the Participation Date, unless we agree to another period.

SECTION 1.27-PLAN

“Plan” means a plan established, maintained and qualified under Section 403(b) of the Code by an Employer for the purchase of annuity contracts under Section 403(b) of the Code for its employees.

SECTION 1.28-PLAN ADMINISTRATOR

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

SECTION 1.29-PORTFOLIO

“Portfolio” means a separate class (or series) of shares of a specified trust or investment company, where each class (or series) represents a separate portfolio in the specified trust or investment company.

SECTION 1.30-PRIOR CONTRACT

“Prior Contract” means a contract or certificate issued by us and from which the Employer and we, with your consent, if required, and if such contract or certificate is owned by you have agreed to transfer certain assets or liabilities associated with the Plan, if applicable, to the Contract.

SECTION 1.31-PROCESSING OFFICE

“Processing Office” means our administrative office or such other location as we may designate upon written notice to the Employer.

SECTION 1.32-PROCESSING DATE

“Processing Date,” means the day(s) we deduct charges from your Annuity Account Value.

SECTION 1.33-REQUIRED MINIMUM DISTRIBUTION PAYMENTS

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

SECTION 1.34-SEPARATE ACCOUNT

“Separate Account,” means AXA Equitable’s Separate Account [A] and any Separate Accounts added to the Contract as described in Part II of this Certificate. A Separate Account may be divided into subdivisions..

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SECTION 1.35-TRANSACTION DATE

“Transaction Date” means the Business Day we receive a Contribution or a transaction request at the appropriate Processing Office. Transaction requests must be in a form acceptable to us.

SECTION 1.36-VARIABLE INVESTMENT OPTION

“Variable Investment Option” means either a subdivision of a Separate Account or a Separate Account that has not been divided into subaccounts. A Variable Investment Option may invest its assets in a Portfolio.

PART II – INVESTMENT OPTIONS

SECTION 2.01-AVAILABILITY AND TYPES OF INVESTMENT OPTIONS

The availability of Investment Options may be subject to the terms of the Plan, as reported to us by the Employer.

We reserve the right to add, change, limit or amend the Investment Options that an Employer may elect.

The Investment Options may consist of Investment Options that are classified as “Type A” or “Type B”, or any other type that may be specified in the Application, as we designate in our discretion for purposes of the transfer rules described in the section “Transfer Rules”. If we add a new Investment Option we will include the Option type.

SECTION 2.02-GUARANTEED INTEREST OPTION-CONDITIONS

(a) Guaranteed Interest Option

Any amount held for you in the Guaranteed Interest Option becomes part of our general assets, which support the guarantees of the Contract as well as other policies and contracts that we offer.

The amount held for you in such Guaranteed Interest Option at any time is equal to the sum of:

- (1) all amounts that have been allocated or transferred to such Guaranteed Interest Option, plus
- (2) the amount of any interest credited, less
- (3) all amounts that have been withdrawn (including charges) or transferred from such Option.

We will credit the amount held in the Guaranteed Interest Option with interest at effective annual rates that we set. We will also set a minimum Guaranteed Interest Rate that will remain in effect throughout a stated twelve-month period or a calendar year. We credit interest daily to amounts in the Guaranteed Interest Option.

We guarantee that any rate so determined will never be less than the minimum Guaranteed Interest Rate specified in the Data Pages.

(b) Conditions

We have the right to terminate the Contract if the Employer fails to comply with certain obligations with respect to the operation of the Plan.

SECTION 2.03-SEPARATE ACCOUNT

We have established the Separate Account(s) and maintain the Separate Account(s) in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets of a Separate Account are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in the Separate Account(s) to support the Contract and other annuity contracts and certificates. Assets may be placed in the Separate Account(s) for other purposes, but not to support contracts or policies other than variable annuities and variable life insurance.

The assets of a Separate Account are our property. The portion of such assets equal to the reserves and other contract liabilities with respect to the Separate Account will not be chargeable with liabilities that arise out of any other business we conduct. We may transfer assets of a Separate Account in excess of the reserves and other Contract liabilities with respect to such Separate Account, to another Separate Account, or to our general account.

We may, in our discretion, invest Separate Account assets in any investment permitted by applicable law. We may rely conclusively on the opinion of counsel (including counsel in our employ) as to the type of investments that the Separate Account is permitted by law to make.

SECTION 2.04-VARIABLE INVESTMENT OPTIONS/ACCUMULATION UNITS AND UNIT VALUES

The amount in a Separate Account at any time is equal to the number of Accumulation Units in that Account multiplied by the Accumulation Unit Value that applies at that time. If the Contract has Variable Investment Options, then the terms of this section apply separately to each Variable Investment Option, unless otherwise stated.

Amounts allocated or transferred to a Variable Investment Option are used to purchase Accumulation Units of that Option. Accumulation Units are redeemed when amounts are deducted, transferred or withdrawn. The number of Accumulation Units in a Variable Investment Option at any time is equal to the number of Accumulation Units purchased minus the number of Accumulation Units redeemed in that Variable Investment Option up to that time. The number of Accumulation Units purchased or redeemed in a transaction is equal to the dollar amount of the transaction divided by the Variable Investment Option Accumulation Unit Value for that Transaction Date.

We determine Accumulation Unit Values for each Variable Investment Option for each Valuation Period. A "Valuation Period" is each Business Day together with any consecutive preceding non-business days. For example, for each Monday that is a Business Day, the preceding Saturday and Sunday will be included to equal a three-day Valuation Period.

The Accumulation Unit Value of a Variable Investment Option for any Valuation Period is equal to the Accumulation Unit Value for that Variable Investment Option on the immediately preceding Valuation Period multiplied by the Net Investment Factor for that Variable Investment Option for the current Valuation Period. The Net Investment Factor for a Valuation Period is (a) divided by (b) minus (c), where:

- a) is the value of the Portfolio shares held by the Variable Investment Option at the end of the Valuation Period (before taking into account any amounts allocated to, or withdrawn from, the Variable Investment Option for the Valuation Period, and after deduction of fees, charges and expenses of the Portfolio; for this purpose, we use the share value reported to us for the Portfolio plus the applicable dividend and capital gain rates on the ex-dividend date);
- b) is the value of the Portfolio shares held by the Variable Investment Option at the end of the preceding Valuation Period (taking into account any amounts allocated or withdrawn for that Valuation Period); and
- c) is the daily Separate Account charges for the expenses and risks of the Contract, times the number of calendar days in the Valuation Period, plus any charge for taxes or amounts set aside as a reserve for taxes.

SECTION 2.05-CHANGES WITH RESPECT TO SEPARATE ACCOUNTS

In addition to the right reserved pursuant to the section "Availability and Types of Investment Options", we reserve the right, subject to compliance with applicable law, including approval of the Employer, if required:

- a) to add Variable Investment Options to, or to remove Variable Investment Options from, the Separate Account(s), or to add other Separate Accounts;
- b) to combine any two or more Variable Investment Options or sub-funds thereof;
- c) to transfer the assets we determine to be the share of the class of contracts to which the Contract belongs from a Variable Investment Option to another Variable Investment Option;
- d) to operate any Separate Account or any Variable Investment Option as a management investment company under the Investment Company Act of 1940; in which case charges and expenses that otherwise would be assessed against an underlying trust or investment company would be assessed against the Separate Account.

- e) to operate any Separate Account or any Variable Investment Option as a unit investment trust under the Investment Company Act of 1940.
- f) to deregister the Separate Account under the Investment Company Act of 1940;
- g) to restrict or eliminate any voting rights as to the Separate Account;
- h) to cause one or more Variable Investment Options to invest some or all of their assets in one or more other Portfolios.
- i) to close an Investment Option to transfers and Contributions.

We reserve the right to add a Variable Investment Option in which (i) there are periods during which Contributions are restricted, (ii) amounts therein may be automatically liquidated pursuant to the investment policy of the Variable Investment Option, and (iii) investments therein may mature. We will have the right to reallocate amounts arising from liquidation or maturity according to your allocation instructions then in effect. If no such allocation instructions have been made, the reallocation will be made to a designated Investment Option, or to the next established Variable Investment Option of the same type as described in this paragraph.

A Portfolio of a Variable Investment Option might, in our judgment, become unsuitable for investment by a Separate Account or a Variable Investment Option because of legal, regulatory, or federal income tax restrictions. In such event, shares of another series or shares of another unit investment trust may be substituted for shares already purchased with respect to the Separate Account or as the security to be purchased in the future, provided that such substitution meets applicable federal income tax guidelines and, to the extent required by law, has been approved by the Securities and Exchange Commission and such other regulatory authorities as may be necessary.

If the exercise of these rights results in a material change in the underlying investments of a Separate Account or Variable Investment Option, the Employer will be notified of such exercise, as required by law.

PART III – CONTRIBUTIONS, ALLOCATIONS AND DISCONTINUANCE

SECTION 3.01-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 Certificate under the terms of the Plan.

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 applies to Contributions, we reserve the right to reduce Contributions by the amount of any Applicable Tax Charge before Contributions are allocated among the Investment Options under the Certificate.

If the Plan contains a vesting schedule, whereby amounts must be forfeited upon failure to satisfy the vesting schedule, the Employer or the Employer's Designee must identify which Contributions, if any, are subject to the vesting schedule, unless otherwise agreed upon between the Employer and us. The Employer or the Employer's Designee must report any forfeiture to us as described in the section on "Forfeitures/Forfeiture Account".

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

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

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

- (a) Contributions to the Certificate (other than any rollover or direct transfer Contributions which are permitted under the Plan) are limited. Annual additions to the Certificate cannot exceed the applicable limitations of Section 415 of the Code.
- (b) Salary Reduction Contributions are "Elective Deferral Contributions" and cannot exceed the elective deferral limitation under Section 402(g) of the Code that applies to the Certificate and all other plans, contracts or arrangements with your Employer. If Elective Deferral Contributions made for you for any calendar year exceed the permissible limitation for you for the year, then the amount of the excess Elective Deferral Contributions and any allocable net income or loss will be distributed to you by April 15 of the following calendar year or such later date that may be prescribed by the Code.
- (c) Corrective distributions of amounts in excess of amounts permitted to be contributed to the Certificate are subject to a Withdrawal Charge, unless otherwise specified in the Certificate.
- (d) If we are notified or we determine that any Contributions would cause this Certificate not to qualify under Section 403(b) of the Code, we reserve the right to either (i) refuse to accept any such Contributions or (ii) separately account for such Contributions and any allocable net income in a nonqualified deferred annuity contract or other permissible contractual arrangement for the exclusive benefit of you and your beneficiaries.
- (e) We are not responsible for determining the permissible amount of Salary Reduction Contributions or any other Contributions which may be made under the Plan for you. We will make corrective distributions or

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

C. Sources or Types of Contributions to the Certificate.

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

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

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

- (a) Salary Reduction Contributions made on a pre-tax basis, including "catch-up" contributions under Sections 402(g) or 414 of the Code;
- (b) Salary Reduction Contributions which are designated Roth contributions under Section 402A of the Code, including "catch-up" contributions under Sections 402(g) or 414 of the Code;
- (c) Employer matching contributions under Section 401(m) of the Code;
- (d) Employer non-matching contributions under Section 415 of the Code; and
- (e) Non-Roth employee after-tax contributions under Section 415 of the Code.
- (f) If Roth Elective Deferral Contributions are made, as reported to us by the Employer or the Employer's Designee, we will maintain a Roth Elective Deferral Contribution separate account under this 403(b) Contract. Income, gains, losses, and any other amounts credited or charged under this 403(b) Contract will be separately allocated to the Roth Elective Deferral Contribution separate account on a reasonable and consistent basis. Employer Contributions may not be allocated to the Roth Elective Deferral Contribution separate account. The separate accounting requirement will apply from the time any Roth Elective Deferral Contribution is made and ends only when all amounts in the Roth Elective Deferral Contribution separate account are completely distributed in accordance with the terms of this 403(b) Contract.

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

- (a) Direct transfer Contributions that are contract exchanges under the same plan;
- (b) Plan-to-plan direct transfer Contributions; and
- (c) Rollover Contributions from another eligible retirement plan.
- (d) In the case of direct transfer Contributions, we must receive documentation acceptable to us of the source or type of separately accounted for amounts directly transferred to this Certificate. In the case of rollover Contributions, we must receive documentation as to the amounts, if any, of non-Roth after-tax employee contributions and designated Roth contributions rolled over to this Certificate.

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

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

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

SECTION 3.02-ALLOCATIONS

Each Contribution (less any applicable tax charge in accordance with the section “Applicable Tax Charges”) is allocated among Investment Options in accordance with the instructions submitted in a form acceptable to us by you or your Employer.

SECTION 3.03-DISCONTINUANCE OF CONTRIBUTIONS

The Employer can discontinue Contributions under the Contract at any time.

We can discontinue Contributions under the Contract as provided in the section “Guaranteed Interest Option-Conditions” or upon a material breach by your Employer of the terms and conditions of the Contract. If Contributions are discontinued, all terms and conditions of the Contract continue to apply to amounts held under the Contract, but no additional Contributions can be made.

PART IV – TRANSFERS AMONG INVESTMENT OPTIONS

SECTION 4.01-TRANSFER REQUESTS

Unless the Employer otherwise instructs us, you may submit directly to us a request to transfer all or part of the amount held in an Investment Option to one or more of the other Investment Options. Transfer requests are subject to a minimum amount as stated in the Data Pages. The request must specify the source(s) of Contributions, if applicable, to which the transfer applies. All transfers will be made on the Transaction Date and will be subject to the terms in the section “Transfer Rules” and to our rules in effect at the time of transfer. With respect to a Separate Account, the transfers will be made at the Accumulation Unit Value next computed for that Transaction Date.

SECTION 4.02-TRANSFER RULES

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 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 communication services in the product prospectus, prospectus supplements or other notifications, as mailed to the Employer’s 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. Communication 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 Accumulation Unit Value of any Variable Investment Option.

If the Employer has elected to have any Type B Investment Option available to you, as described in the section “Types of Investment Options”, whether or not you have amounts in any such Investment Options, then the following applies unless otherwise specified in the Data Pages.

The maximum amount that you may transfer from the Guaranteed Interest Option to a Variable Investment Option in any Participation Year is as follows:

- (a) A percentage, as stated in the Data Pages, of the amount in the Guaranteed Interest Option on the last day of the prior Participation Year, or if greater,
- (b) The total of all amounts transferred at your request from the Guaranteed Interest Option to a Variable Investment Option in the prior Participation Year.

The percentage referred to in subsection (a) above may not be less than [5%] or more than [25%].

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If an amount was allocated to the Guaranteed Interest Option as a result of a total transfer of Plan funds (that is, a transfer initiated by the Employer on your behalf) from another funding vehicle, the maximum amount which may be transferred from the Guaranteed Interest Option for the transfer period in which such allocation occurred will be an amount equal to the percentage determined in (a) above, but applied to the amount initially allocated to the Guaranteed Interest Option on your behalf.

We reserve the right to:

- 1) limit transfers among or to the Variable Investment Options to no more than once every 30 days;
- 2) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options;
- 3) reject transfer requests from a person acting on behalf of multiple Participants pursuant to a trading authorization agreement that we have accepted;

- 4) 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 Accumulation Unit Value of any Variable Investment Option or determine that you have engaged in any such strategy;
- 5) defer transfers for up to six months, as described in the section "Deferment";
- 6) revise our transfer rules; and
- 7) charge for any transfer you make between Investment Options, in any Participation Year, if the number of transactions exceeds [12].

(6)

Any action taken pursuant to subsection (1) through (7) above will be made by us upon advance notice to the Employer.

PART V – DISTRIBUTIONS AND DEATH BENEFITS

Section 5.01-RESTRICTIONS ON WITHDRAWALS, DISTRIBUTIONS AND OTHER PAYMENTS:

General.

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

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

Definitions used in this Section:

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

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

Restrictions on Amounts Attributable to Salary Reduction Contributions

The restrictions of this paragraph apply to these funds:

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

Restrictions on Amounts Attributable to Transfers from Custodial Accounts

All amounts in this 403(b) Contract attributable to Contributions directly transferred from a custodial account under section 403(b)(7) of the Code, or indirectly transferred from a custodial account (Contributions first directly transferred from a Section 403(b)(7) custodial account into a Section 403(b)(1) annuity contract and subsequently directly transferred into this 403(b) Contract) are treated like "Salary Reduction Contribution Restricted Amounts." Hardship withdrawals may be made only from Salary Reduction Contributions, and cannot be made from other Contributions or any credited earnings.

Other Restrictions on Distributions; Restrictions on Other Amounts

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

The following restriction applies to Certificates issued after December 31, 2008, and to any amounts under the Certificate which are neither attributable to (i) Salary Reduction Contributions nor (ii) non-Roth employee after-tax Contributions. In-service distributions prior to your severance from employment of any amounts in the preceding sentence may be made on the prior occurrence of a specified event, after a fixed number of years, the attainment of a stated age, or specified disability only if and as provided under the Plan. This restriction also applies to Certificates issued before December 31, 2008, where the Employer or Employer's Designee reports in a manner acceptable to us that amounts are restricted from distribution under the terms of the Plan.

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

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

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

Transfers

If and as permitted both under the Plan and the recipient plan or 403(b) Funding Vehicle, you may request us to directly transfer any amounts from this 403(b) Contract for the purposes of a contract exchange under the same Plan, a plan-to-plan direct transfer, or a transfer to purchase permissive service credit. We will not process transfers until we receive the documentation we require, which may include information that is required to be exchanged under an information sharing agreement. Withdrawal Charges or transaction charges described in the Section, “Withdrawal Charges” will be imposed on transfers. Transfers of Cash Value while you have an outstanding loan are limited as described in the Section, “Loans.”

SECTION 5.02-GENERAL WITHDRAWALS

All withdrawal requests will require the written authorization of your Employer or your Employer's Designee in a form acceptable to us, specifying the portion of your Annuity Account Value that is available for distribution, the amount to be withdrawn and the Investment Option(s) from which the withdrawal is to be made. Withdrawals are subject to the restrictions in the section "Restrictions on Withdrawals, Distributions and Other Payments."

Following receipt of written notice, we will pay or if requested, transfer or directly rollover to another contract or custodial arrangement that meets the requirements of Section 403(b)(1), Section 403(b)(7), or such eligible qualified plan or arrangement as permitted by applicable law, the lesser of the Cash Value, less any funds restricted in accordance with the section "Restrictions on Withdrawals, Distributions and Other Payments", and the amount requested. This amount paid, transferred or directly rolled over, plus any applicable withdrawal charge in accordance with Part IX "Withdrawal Charges" will be withdrawn from the Investment Options. Unless instructed otherwise, the amount withdrawn (including any withdrawal charge) will be deducted from the Investment Options in proportion to the amounts in such Investment Options.

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

We may decline to accept a request for a withdrawal of less than the minimum withdrawal amount stated in the Data Pages, or where the withdrawal would violate the provisions of this Section or the Section "Spousal Annuity and Consent Rules". If a withdrawal made under this section would result in an Annuity Account Value of less than the amount stated in the Data Pages, we will inform you and we reserve the right to terminate your participation under the Contract in accordance with the section "Participant Accounts".

Prior to making any payment, we may request from the Employer or your Employer's Designee such information which may include a certification as we may reasonably require to determine if the withdrawal, alone or together with any previous withdrawal made by you is necessary and proper under the terms of the Employer's Plan.

We will pay any amount payable under this subsection as the Employer or your Employer's Designee directs in writing and such payment will fully discharge us from all liability with respect to the amount paid.

SECTION 5.03-DIRECT ROLLOVER WITHDRAWALS

Unless otherwise instructed by your Employer or your Employer's Designee, any withdrawal request for a direct rollover from your account must be made through your Employer.

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

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

- (a) The recipient of the distribution must be an eligible retirement plan maintained for your benefit (or for the benefit of your surviving spouse).
- (b) The distribution must not include any after-tax contributions under this Certificate except as otherwise permitted under the Code.

- (c) The direct rollover option is not available to the extent that a minimum distribution is required under Section 401(a)(9) of the Code. (See the Section, "Required Minimum Distribution Rules", below). We reserve the right to determine the amount of the Required Minimum Distribution. If you have elected a payment option under Part VII of this Certificate, "Annuity Benefits and Required Minimum Distributions", which is either a life contingent annuity or pays substantially equal periodic payments for a period of ten years or more, the direct rollover option does not apply to those funds.
- (d) The direct rollover option is not available for a hardship distribution within the meaning of Section 402(c)(4)(C) of the Code.

Unless prohibited by the Plan, non-spousal death beneficiaries may directly roll over death benefits to a new inherited individual retirement arrangement as provided in the Code. For purposes of Section 401(a)(31) of the Code, amounts in the Roth Elective Deferral Contribution account may be directly rolled over only to another plan maintaining a designated Roth contribution account or to a Roth IRA.

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

SECTION 5.04-DEATH BENEFIT

Payment of the death benefit is subject to the "Required Minimum Distribution" rules of Sections 403(b) and 401(a)(9) of the Code. See Section 7.06B, "Required Minimum Distribution Rules-Payments After Your Death".

Upon our receipt of due proof of your death and any required instructions, information and forms necessary to effect the payment (the Transaction Date), we will pay to your Beneficiary the amount of the death benefit. We will pay the death benefit in the form elected by your Beneficiary and reported to us by the Employer or the Employer's Designee. Subject to the rules and laws then in effect, your Beneficiary may elect:

- (a) to receive the death benefit in a single sum;
- (b) to apply the death benefit to purchase an Annuity Benefit in a form that we currently offer;
- (c) to apply the death benefit to provide any other form of benefit that we offer.

If you so elect in writing any amount that would otherwise be payable to a Beneficiary in a single sum will be applied to provide an Annuity Benefit. Subject to our rules then in effect, such election may be changed during your lifetime. Any such change must be made in writing in a form acceptable to us. The Beneficiary cannot change your election. If at your death there is no election in effect, the Beneficiary may make such an election. In the absence of any election by either you or your Beneficiary, we will pay the death benefit in a single sum.

The amount of the death benefit is equal to the greater of (i) the Annuity Account Value as of the Transaction Date less any unpaid loan balance including interest due but not paid, and (ii) the minimum death benefit. The minimum death benefit is the sum of all Contributions less any withdrawals, withdrawal charges (if applicable), and less any unpaid loan balance including interest due but not paid. Withdrawals will reduce the minimum death benefit on a pro rata basis. Reduction on a pro rata basis means that we calculate the percentage of your current Annuity Account Value that is being withdrawn and we reduce your current minimum death benefit by that same percentage. The amount of any death benefit payable may be reduced by the amount of any forfeiture that applies as reported by the Employer as described in the section "Forfeitures/Forfeiture Account".

The payment of the death benefit is subject to the requirements of ERISA, if applicable.

The death benefit will not be paid under this Section 5.04 if the “Beneficiary Continuation Option” under Section 5.05 is in effect.

Enhanced Death Benefit

If you elect the Enhanced Death Benefit the following will apply to the amount of the death benefit instead of the amount of the death benefit described above. The amount of the death benefit will be equal to the greater of (i) the Annuity Account Value as of the Transaction Date less any outstanding loan and accrued loan interest, and (ii) the Enhanced Death Benefit as of the date of your death.

On the Participation Date, the Enhanced Death Benefit is equal to the initial Contribution. Thereafter, the Enhanced Death Benefit will be reset every [three] years on the Participation Date anniversary to the Annuity Account Value if greater than the previously established Enhanced Death Benefit (adjusted for Contributions and withdrawals), up to the date you attain age [85]. Contributions will increase the Enhanced Death Benefit on a dollar-for-dollar basis. Withdrawals will reduce the Enhanced Death Benefit on a pro rata basis, in the same manner as for the minimum death benefit described above.

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Once elected at the time of enrollment you may not terminate the Enhanced Death Benefit. The charge for the Enhanced Death Benefit will be a percentage of the Annuity Account Value on the Participation Date anniversary, see the section “Charges Deducted From Annuity Account Value”.

Beneficiary

Subject to the terms of the Plan, you may name one or more persons to be primary Beneficiary and one or more persons to be successor Beneficiary if the primary Beneficiary dies before you. If you have named two or more persons as Beneficiary, the Beneficiary will be the named person or persons who survive you and payments will be made to such persons in equal shares or to the survivor. Unless you specifically elect in writing otherwise, we will treat each Beneficiary’s share of the death benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation. Your selection of a Beneficiary is subject to the requirements of ERISA, if applicable.

You may change the Beneficiary during your lifetime and while coverage under this Certificate is in force. Any such change must be made in writing in a form acceptable to us. A change will take effect as of the date the written form is executed, whether or not you are living on the date of receipt at the Processing Office. We will not be liable as to any payments made or actions taken before receipt of any such change at the Processing Office.

Any part of a death benefit payable as described in the Section, “Beneficiary” for which there is no named Beneficiary living at your death will be payable in a single sum to your spouse, if any, or if there is no spouse, then to your children who survive you, in equal shares, or, if there are no surviving children, then to your estate.

SECTION 5.05-BENEFICIARY CONTINUATION OPTION

Except as otherwise provided in this Section 5.05, this Section will apply only if you die before the Maturity Date, and the Beneficiary(ies) named under the “Beneficiary” Section of this Certificate is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and the non-individual Beneficiary’s portion of the death benefit described in the “Death Benefit” Section of this Certificate is payable to such non-individual Beneficiary.

This Section 5.05 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 your interest under this Certificate after your death if:

1. the trust is the only Beneficiary under this Certificate;
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 Certificate, and the “see-through trust” elects to continue the Certificate, 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 Section 7.06B, “Required Minimum Distribution Rules - Payments After Your Death”.

If this Section applies and there is more than one Beneficiary, your entire interest in your account under this Certificate will be apportioned among your Beneficiaries as you designate pursuant to the “Beneficiary” section of this Certificate.

If the Beneficiary qualifies to continue your account under this Certificate, and we receive that Beneficiary’s completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your account under this Certificate pursuant to this Section under the terms set forth in (a) through (j) below. Each such Beneficiary electing to continue his or her portion of the interest under this Certificate is a “Continuation Beneficiary”.

For any Beneficiary who does not timely elect to continue his or her portion of the interest in your account under this Certificate, we will pay that Beneficiary’s share of the death benefit pursuant to the “Death Benefit” section of this Certificate, in a lump sum.

The terms of the Beneficiary Continuation Option are as follows:

- a) the Certificate cannot be assigned and must continue in your name for the benefit of your Continuation Beneficiary.
- b) as of the date we receive satisfactory proof of your death and all written documentation necessary to make a claim under the Certificate, we will compare the Annuity Account Value and the minimum death benefit as of this date (the reset date, if applicable). If the Annuity Account Value is less than the minimum death benefit, we will reset the Annuity Account Value to equal such death benefit.
- c) 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.
- d) The death benefit provision ends after the Beneficiary Continuation Option is elected.
- e) Each Continuation Beneficiary will automatically become the Participant as defined in this Certificate with respect to that Continuation Beneficiary’s portion of the interest in your account under this Certificate. If you have specifically elected under the “Beneficiary” section of this Certificate that we not separately account for each Beneficiary’s portion of the interest in your account under this Certificate, the oldest Continuation Beneficiary will be the Participant for purposes of calculating the Required Minimum Distribution payments.
- f) Each Continuation Beneficiary will have the right to transfer amounts among the Investment Options with respect to that Continuation Beneficiary’s portion of the interest in your account under this Certificate.

- g) A Continuation Beneficiary cannot make any additional Contributions.
- h) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the interest in your account under this Certificate will be made in accordance with requirements of "Required Minimum Distribution Rules-Payments After Your Death" described in Section 7.06B.
- i) A 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 your account under this Certificate are not subject to a withdrawal charge.
- j) Upon a Continuation Beneficiary's death, we will make a lump sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of the Section, "Required Minimum Distribution Rules-Payments After Your Death".

PART VI - PLAN LOANS

SECTION 6.01-LOANS

General.

If and as permitted by the Plan and prior to your Maturity Date, you may make a request for a loan by completing a Loan Request Form.

Your loan is subject to the terms of the Plan and the Code. Future restrictions in the Code may require changes in the terms and availability of loans.

A Plan loan will be available only from the vested portion of your account under this Certificate as reported to us by the Employer or the Employer's Designee.

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

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

You may have only [one] outstanding loan at a time.

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A. Loan Amount:

The minimum loan amount will be stated on the Loan Request Form. In no event will the minimum loan amount be less than [\$1,000].

The loan amount requested cannot exceed the maximum loan amount permitted under the Plan and Section 72(p) of the Code. The maximum loan amount is limited to the maximum amount aggregated for all plan loans which you have outstanding under all qualified plans of your Employer and other 403(b) Plan Funding Vehicles under the Plan, as required by Section 72(p) of the Code.

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

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

B. Loan Term:

The loan term will be for a maximum of five years. If you state on the Loan Request Form that the purpose of the loan is to purchase your principal residence, 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 under the section "Commencement of Annuity Benefits", (ii) the date of termination pursuant to the section "Participant Accounts", and "Termination of the Contract" or (iii) the date a death benefit becomes payable under the Section "Death Benefit", or (iv) any date we

determine that the Code requires acceleration of the loan repayment so that the Federal income tax status of your Certificate is not adversely affected.

C. 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 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 subsection D below) minus 2%, or such other percentage determined by us in accordance with our then current procedures. Such rate shall not be greater than permitted under any current applicable state or federal law.

You may specify on the Loan Request Form from which Investment Option(s) the Loan Reserve Account will be funded. If permitted by the Plan, and as reported to us by the Employer or the Employer's Designee, you may choose the source of a transaction, that is, whether a loan permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Certificate. In the absence of your direction, or if your directions cover only part of the amount required to be transferred to the Loan Reserve Account, we will transfer the required (or additional required) amounts from each Investment Option in proportion to the amount that you have in such Investment Options.

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

D. Loan Interest Rate:

- (1) Under a 403(b) Plan not subject to ERISA, 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 not be greater than any maximum rate required under any current applicable state or federal law.
- (2) Under a 403(b) Plan subject to ERISA, the applicable provisions of the Plan or the Employer or the Employer's Designee will determine the applicable interest rate at which interest on the loan will accrue daily, subject to any limitations imposed by law. The rate so determined will be a reasonable rate set in accordance with Department of Labor Regulations 2550.408b-1(e), and will be based on prevailing rates available at the date of determination on loans charged by persons in the business of lending money for loans which would be made under similar circumstances. Such rate will not be greater than any maximum rate required under any current applicable state or federal law.

E. 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 Option and may be withdrawn (if otherwise permitted), transferred to another Investment Option, or applied to an Annuity Benefit.

F. Default:

By each repayment due date (or specified date thereafter according to 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 to change our procedures at any time.

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 your default we reserve the right to deduct from the Loan Reserve Account an amount equal to the interest and principal payments due, plus any Withdrawal Charges that apply and any required tax withholding.

If the amount in the Loan Reserve Account is subject to the restrictions described the Section, "Restrictions on Withdrawals, Distributions, and Other Payments", on your default we will designate in the Loan Reserve Account an amount equal to the unpaid balance (interest and principal payments due) at the time of the default. When your Certificate 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 you reach age 59 1/2 or we are notified in writing that another event has occurred which would permit Restricted Amounts to be paid. (Such an event includes a severance from employment with the Employer, disability or death.)

G. 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 applicable law or regulations that apply to this Certificate.

PART VII ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS

SECTION 7.01-FORMS OF DISTRIBUTION

You may elect (i) a single sum distribution, (ii) an Annuity Benefit, or (iii) any other form of payment of the Cash Value offered by us, subject to the terms of the Plan and the approval of the Employer.

SECTION 7.02-ELECTION/REPORT FOR ANNUITY BENEFIT

An election to have the Cash Value paid in the form of an Annuity Benefit can only be made if the Cash Value is at least \$2,000. The Employer will report to us each Participant or other person with respect to whom an Annuity Benefit is to be provided under the Contract and whether all or a portion of the Cash Value is to be used for such Annuity Benefit. The report must be made before the first payment under such Annuity Benefit and must be in the form prescribed by us and will include all pertinent facts and determinations requested by us. We will rely on the reports and other information furnished by the Employer and will not inquire as to the accuracy or completeness thereof.

SECTION 7.02A MATURITY DATE

The Maturity Date is shown in the Data Pages, but may be changed by us in conformance with applicable law. The Maturity Date may not be earlier than 13 months following the Contract, unless otherwise provided in the Data Pages.

SECTION 7.03-ANNUITY BENEFIT FORMS

The "Normal Form" of Annuity Benefit is an Annuity Benefit payable on the Life-10 Year Period Certain Annuity Form described below, unless another form may apply pursuant to the terms of the Plan, the requirements of ERISA or any other law that applies. We may offer other annuity forms available from us or from one of our affiliated or subsidiary life insurance companies. Such form may include the Joint and Survivor Life Annuity Form which provides monthly payments while either of the two persons upon whose lives such payments depend is living. The monthly amount to be continued when only one of the persons is living will be equal to a percentage, as elected, of the monthly amount that was paid while both were living.

The Life Period Certain Annuity Form is an annuity payable during the lifetime of the person on whose life the payments depend, but with 10 years of payments guaranteed (10 years certain period). That is, if you die before the 10-year certain period has ended, payments will continue to the Beneficiary named to receive such payments for the balance of the certain period. In no event will the certain period exceed the life expectancy of the person on whose life the annuity payments depend in accordance with the Code. The Life 10 Year Period Certain Annuity Form is payable on a unisex basis.

SECTION 7.04-AMOUNT OF ANNUITY BENEFITS

If an Annuity Benefit payment is elected in lieu of the Cash Value, the amount applied to provide the Annuity Benefit will, unless otherwise specified by the Employer or required by applicable laws and regulations, be (1) the Annuity Account Value, if the annuity form elected provides payments for a person's remaining lifetime or (2) the Cash Value, if the annuity form elected does not provide such lifetime payments.

The amount applied to provide an Annuity Benefit may be reduced by a charge for any taxes, as described under the section "Applicable Tax Charges", that apply on annuity purchase payments. If we have previously deducted charges for applicable taxes from Contributions, we will not again deduct charges for the same taxes before an Annuity Benefit is provided. The balance will be used to purchase the Annuity Benefit on the basis of either (1) the Tables of Guaranteed Annuity Payments or (2) our then current individual annuity rates, whichever rates would provide a larger benefit with respect to the payee, or (3) any of our single consideration immediate annuity contracts offered at the time to the same class of Participants.

SECTION 7.05-ANNUITY BENEFIT

Payments under an Annuity Benefit will be made monthly. An election may be made by the Employer on your behalf to have the Annuity Benefit paid at other intervals, such as every three months, six months, or twelve months, instead of monthly, subject to our rules at the time of election. This election may be made at the time the Annuity Benefit form as described in the section "Annuity Benefit Forms" is elected. In that event, all references in this Certificate to monthly payments will be deemed to mean payments at the frequency elected.

SECTION 7.06-REQUIRED MINIMUM DISTRIBUTION RULES

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

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

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

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

A. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS DURING YOUR LIFE

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

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

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

Manner of Payment

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

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

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

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

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

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

B. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS AFTER YOUR DEATH

- (a) *Death On or After Lifetime Required Minimum Distribution Payments Begin.* If you die on or after lifetime Required Minimum Distribution payments begin, the remaining portion of your interest under this Certificate will continue to be distributed at least as rapidly as under the Annuity Benefit or other option chosen under your account.
- (b) *Death Before Lifetime Required Minimum Distribution Payments Begin.* If you die before lifetime Required Minimum Distribution payments begin, your entire interest will be distributed at least as rapidly as follows:
 - (1) If your Beneficiary is an individual other than your surviving spouse as described in the immediately following paragraph, your entire interest under this Certificate will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your

death. In the alternative, the Beneficiary may elect to take distribution of your entire interest under this Certificate in accordance with this Subsection B, paragraph (b)(3) below.

- (2) If your sole Beneficiary is your surviving spouse, your entire interest under this Certificate will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70 1/2 if later), over such surviving spouse's life. In the alternative, your surviving spouse may elect to take distribution of your entire interest under this Certificate in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest under this Certificate will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that Beneficiary may elect to take distribution of your entire interest under this Certificate in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Benefit or other option chosen under your account.
- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to the 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 of this section or, if applicable, on the date distributions are required to begin to your surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, then required distributions are considered to commence on the annuity starting date.

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

this Certificate plus the actuarial value of any other benefits (such as minimum survivor benefits) that will be provided under this Certificate.

SECTION 7.07-COMMENCEMENT OF ANNUITY BENEFITS

At or prior to the Maturity Date or age 70 1/2 we will notify you of the payout options available under this Certificate.

At age 70 1/2 a required minimum distribution must be made to you commencing by April 1st of the year following the year you attain age 70 1/2 in accordance with the Code and required regulations, unless the Employer informs us that a required minimum distribution is being satisfied through other 403(b) arrangements.

No Maturity Date will, however, be later than the first day of the month that follows the date you attain the “maximum maturity age”. The current maximum maturity age is specified in the Data Pages. We may change this age in conformance with applicable law.

SECTION 7.08-CHANGES

We reserve the right, upon advance written notice to the Employer, to change at any time on and after the fifth anniversary of the Contract Date, at intervals of not less than five years, the actuarial basis used in the Tables of Guaranteed Annuity Payments; however, no such change will apply to (a) any Annuity Benefit provided before the change or (b) Contributions made before such change which are applied to provide an Annuity Benefit.

SECTION 7.09-SPOUSAL ANNUITY AND CONSENT RULES

This section applies if the Plan is subject to ERISA.

If you are married, payments will be made in the form of a qualified Joint and Survivor Annuity as defined in Section 417(b) of the Code. If you are not married, payments will be made in the “Normal Form” of Annuity (as described in Part VII of this Certificate), unless you elect otherwise as described in this section. If you are married and die before payments have begun, payments will be made to your surviving spouse in the form of a Life Annuity unless at the time of your death there was a contrary election made pursuant to this section. However, your surviving spouse may elect, before payment is to commence, to have payment made in any form permitted under the terms of this Certificate and the Employer’s Plan.

You may elect pursuant to the Employer’s Plan and ERISA not to have payments made in the form of a qualified Joint or Survivor annuity or Life Annuity as the case may be. In that case it will be paid in any other form elected under the terms of this Certificate and the Employer’s Plan. If payments are to be made to your spouse upon your death, your spouse may elect in accordance with the Employer’s Plan and ERISA for a Beneficiary other than the spouse to receive payments.

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

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

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

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

SECTION 7.10-CONDITIONS

We may require proof acceptable to us that the person on whose life a benefit payment is based is alive when each payment is due. We will require proof of the age of any person on whose life an Annuity Benefit is based.

If a benefit was based on information that is later found not to be correct, such benefit would be adjusted on the basis of the correct information. The adjustment will be made in the number or amount of the benefit payments, or any amount used to provide the benefit, or any combination. Overpayments by us will be charged against future payments. Underpayments will be added to future payments. Our liability is limited to the correct information and the actual amounts used to provide the benefits.

If the age (or sex, if applicable as stated in the Tables of Guaranteed Annuity Payments) of any person upon whose life an Annuity Benefit depends has been misstated, the benefits payable will be based on the benefit amount applicable to those that would have been purchased at the correct age (or sex). Any overpayments or underpayments made by us will be charged or credited with interest at the rate specified in the Data Pages or the then current Guaranteed Interest Rate; we will determine which rate will apply, on a uniform and nondiscriminatory manner, for similar certificates. Such interest will be deducted from or added to future payments.

If we receive proof satisfactory to us that (1) a payee entitled to receive any payment under the terms of this Certificate is physically or mentally incompetent to receive such payment or is a minor, (2) another person or an institution is then maintaining or has custody of such payee, and (3) no guardian, committee or other representative of the estate of such payee has been appointed, we may make the payments to such other person or institution. In the case of a minor, the payments will not exceed [\$200]. We will have no further liability with respect to the payments so made.

If the amount to be applied hereunder is less than [\$2,000] or would result in an initial payment of less than [\$20], we may pay the amount to the payee in a single sum instead of applying it under the annuity form elected.

PART VIII – PARTICIPANT ACCOUNTS; FORFEITURE ACCOUNT

SECTION 8.01-PARTICIPANT ACCOUNTS

Subject to the terms of the Employer's Plan and the restrictions on distributions stated in the section "Restrictions on Distributions", we will at the Employer's request terminate your participation under this Certificate by paying the Annuity Account Value (less any applicable charges) to you. This right will be exercised only if (i) no initial Contributions have been received on your behalf within 120 days of the Participation Date under the Certificate, (ii) there have been no on-going Contributions received on your behalf during the last three completed Participation Years, and the Annuity Account Value is less than [\$500], or (iii) a partial withdrawal is made that would result in your Annuity Account Value falling below the amount stated in the Data Pages. (4)

Subject to the terms of your Employer's Plan, your Employer may or may not have the right to withdraw amounts under the Contract and Certificates including your Annuity Account Value and transfer such amounts to another funding provider under the Plan without your consent. However, the accumulated benefit of a Participant or beneficiary after the transfer must be at least equal to that of the accumulated benefit of the Participant and beneficiary immediately prior to the transfer. The Data Pages will specify whether your Employer has the authority to withdraw amounts under the Certificate and transfer it to another funding provider under the Plan with or without your consent.

SECTION 8.02-FORFEITURES/FORFEITURE ACCOUNT

All or a portion of amounts attributable to Employer Contributions, which are non-vested may be subject to forfeiture under the Plan.

The Employer will inform us if your Annuity Account Value is to be reduced as a result of a forfeiture pursuant to the terms of the Plan. The amount of such reduction will be withdrawn from your Annuity Account Value, without a withdrawal charge, and held in the forfeiture account. However, if the Employer transfers such amount to another provider, the withdrawal will be subject to the applicable withdrawal charge as specified in the Data Pages. We also reserve the right to impose a transfer charge for any such transfer.

PART IX - CHARGES

SECTION 9.01-WITHDRAWAL CHARGES

Payment made under Part V “Distributions and Death Benefits” may be subject to a withdrawal charge as specified in the Data Pages.

The years of participation under a Prior Contract or Certificate, if applicable, may be included for purposes of determining the withdrawal charge.

The withdrawal charge will be reduced to the extent required to comply with any applicable state law.

We reserve the right to reduce or waive the withdrawal charge upon such events specified in the Data Pages.

If the Plan is subject to a withdrawal charge then, a “Free Withdrawal Amount” will apply as follows:

“Free Withdrawal Amount,” means an amount equal to 10% of the Annuity Account Value minus the total of all prior withdrawals (and associated withdrawal charges) in the current Participation Year minus any amount in the Loan Reserve Account without incurring a withdrawal charge. The free withdrawal amount when applicable may be changed but it will always be a percentage between 0% and 30%.

Except as provided in the section “Early Withdrawal Charge”, amounts withdrawn by the Employer upon termination of the Contract are subject to any applicable withdrawal charge.

SECTION 9.02-THIRD PARTY TRANSFER CHARGES

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

SECTION 9.03-PLAN OPERATING EXPENSE

If we are instructed by your Employer or your Employer's Designee to withdraw a Plan Operating Expense from your account, we will withdraw the specified amount on the last Business Day of each calendar quarter, or at any other time to which we agree, and remit the proceeds in accordance with instructions from your Employer or your Employer's Designee. Such instructions may be given by you in the absence of instructions from your Employer or your Employer's Designee, in which event we will remit the proceeds to the Plan's duly authorized administrator. AXA Equitable shall have no responsibility for determining that this fee is necessary and proper under the terms of the Plan.

Withdrawals in accordance with this paragraph are not considered withdrawals for purposes of the Sections of the Certificate, “General Withdrawals and “Withdrawal Charges”.

SECTION 9.04-CHARGES DEDUCTED FROM ANNUITY ACCOUNT VALUE

Enhanced Death Benefit Charge

If you elect the Enhanced Death Benefit the charge will be a percentage of the Annuity Account Value not to exceed the percentage specified in the Data Pages. This charge will be deducted on each Participation Date anniversary pro rata from the Guaranteed Interest Option and Variable Investment Options.

Administrative Charge

As of each Processing Date, we will deduct administrative charges related to the administration and/or distribution of the Certificate from the Annuity Account Value. Such Charges, if any, are shown in the Data Pages. The amount of any such Charge may be increased to a maximum as shown in the Data Pages in accordance with the section "Changes".

The Administrative Charge, if applicable, will be deducted pro rata from the Guaranteed Interest Option and Variable Investment Options. Also, the charge will be prorated for the Participation Year or portion thereof in which the Participation Date occurs or in which the Annuity Account Value is withdrawn or applied to provide an Annuity Benefit or death benefit.

We have the right to change the amount of the charges with respect to future Contributions. We will give you and the Employer advance notice of any such change.

SECTION 9.05-TRANSFER AND LOAN CHARGES

We reserve the right to impose a charge with respect to any of the following

- 1) establishing and administration of a loan
- 2) any transfer among Variable Investment Options (after the number of such transfers indicated in the section "Transfer Rules")

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

SECTION 9.06-SEPARATE ACCOUNT CHARGE

Net assets of the Separate Account will be subject to a daily asset charge at an annual rate as specified in the Data Pages.

SECTION 9.07-PLAN RECORDKEEPING SERVICE CHARGES

If the Employer requests that we provide Plan recordkeeping services and we agree, the Employer will pay such charge directly to us or in the alternative the Employer may direct us to deduct such charge from your Annuity Account Value. Such charges will be mutually agreed upon by the Employer and us.

SECTION 9.08-APPLICABLE TAX CHARGES

We reserve the right to deduct a charge that we determine to approximate certain taxes that may be imposed on us, including but not limited to premium taxes, that may apply in your state of residence. The tax charge will be deducted from amounts applied to an Annuity Benefit in accordance with Part VII "Annuity Benefits". If the tax is imposed at a time other than when amounts are applied to an Annuity Benefit, we reserve the right to deduct the charge from Contributions as described in "Contributions, Allocations and Discontinuance" or withdrawals as described in "General Withdrawals".

SECTION 9.09-CHANGES

In addition to our right to reduce or waive charges as described in this Part IX, we reserve the right, upon advance notice to the Employer, to increase the amount of any charge with respect to each Participant, subject to (a) any maximum amount provided in this Part IX and (b) with respect to withdrawal and administrative charges deducted from the Annuity Account Value. The application of any increase is to be made on a prospective basis. We also reserve the right, upon advance written notice to the Employer, to increase the maximum amount of any charge provided in this Part IX, only with respect to Participants whose Participation Date occurs after the effective date of the increase, but not to exceed the maximum amount then permitted by any law that applies.

PART X – GENERAL PROVISIONS

SECTION 10.01-STATUTORY COMPLIANCE

We reserve the right to amend the terms of the Contract and any certificate thereunder without the consent of any other person in order to comply with applicable laws and regulations. Such right will include, but not be limited to, the right to conform the terms of the Contract and any certificate thereunder to reflect changes in the Code, in Treasury regulations or published rulings of the Internal Revenue Service, so that each such certificate and the Contract will continue to be an annuity contract under section 403(b) of the Code.

No amendment to the terms of the Contract and any certificate thereunder may vest in any Employer any interest or control over any assets of the Plan invested in this Certificate or cause any such assets to be used for or diverted to, purposes other than the exclusive benefit of Plan participants or their Beneficiaries.

The benefits and values available under this Certificate will not be less than the minimum benefits required by any applicable federal and/or state law.

SECTION 10.02-DEFERMENT

Application of proceeds to provide a payment of a death benefit under Part V and payment of any portion of the Annuity Account Value (less any applicable withdrawal charge) will be made within seven days after the Transaction Date. Payments or applications of proceeds from a Separate Account may be deferred for any period during which (1) the New York Stock Exchange is closed or trading is restricted, (2) sales of securities or determination of the fair value of the Separate Account's assets is not reasonably practicable because of an emergency, or (3) the Securities and Exchange Commission, by order, permits us to defer payment in order to protect persons with interests in the Separate Account. We may defer payment or transfer of any portion of the Annuity Account Value in the Guaranteed Interest Option for up to six months while you are living.

SECTION 10.03-NONTRANSFERABILITY, ASSIGNMENTS, NONFORFEITABILITY

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

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

No amount payable under this Certificate 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 this Certificate is nonforfeitable except as otherwise provided in the section "Forfeitures/Forfeiture Account".

It is impossible, prior to the satisfaction of all liabilities with respect to you and your Beneficiaries under the Plan, for any part of the assets and income of the Certificate to be used for, or diverted to, purposes other than for the exclusive benefit of you and your Beneficiaries under the Plan.

SECTION 10.04-OWNERSHIP RIGHTS

The Employer will hold all the assets of the Plan invested in the Contract including all Annuity Account Values and Cash Values of all Plan Participants in the Contract for the exclusive benefit of you and your Beneficiaries.

The Contract is not subject to the claims of the general creditors of the Employer. The assets and income of the Contract cannot be used for, or diverted to, purposes other than for the exclusive benefit of you and your Beneficiaries.

It is impossible, prior to the satisfaction of all liabilities with respect to you and your Beneficiaries under the Plan, for any part of the assets and income of the Contract to be used for, or diverted to, purposes other than for the exclusive benefit of you and your Beneficiaries under the Plan.

Under your Employer's plan, your Employer has the authority to instruct and authorize AXA Equitable to transfer all amounts held under the Contract and Certificates to another funding provider under the Plan. If we agree to do so, it is the Employer's responsibility to obtain any required consent.

SECTION 10.05-SEPARATE ACCOUNTING ON NOTIFICATION OF DISQUALIFICATION OF THE PLAN OR CERTIFICATE

If we are informed in documentation acceptable to us that the Plan fails to qualify or no longer qualifies as a 403(b) plan, or that this Certificate fails to qualify or no longer qualifies in whole or in part as a 403(b) Plan Funding Vehicle, we will separately account for the amounts under the Certificate which are not qualified. We will have the right to terminate this Certificate. As agreed with your Employer or your Employer's Designee, we will terminate your Employer's Plan participation under the Contract and pay the amounts held in the Investment Options with respect to your Employer's Plan, or (ii) transfer the amounts held in the Investment Options to another contract agreed to by your Employer and us.

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.

SECTION 10.06-MANNER OF PAYMENT

Unless the Employer and we agree otherwise, all amounts paid to or from the Contract are payable by check in United States dollars.

SECTION 10.07-REPORTS AND NOTICES

At least once each year until the Maturity Date, we will furnish you with a report showing for each Investment Option the Annuity Account Value and for each Variable Investment Option the number of Accumulation Units for each Variable Investment Option.

The terms of the Contract which require us to send a report or any written notice will be satisfied by our mailing any such report or notice to the Employer or to your last known address as shown in our records. Notifications of rules in effect and other matters of general applicability to this Certificate may be included in the product prospectus and prospectus supplements as mailed to such address from time to time. The notices and reports may also be delivered by electronic means as agreed upon between us and the Employer or you.

All written notices sent to us will not be effective until received in good order during a Business Day at the Processing Office.

TABLE OF GUARANTEED ANNUITY PAYMENTS

[Amount of Annuity Benefit payable monthly on the Life Annuity Form with Ten* Years Certain provided by application of \$1,000.

Ages	Monthly Income		Ages	Monthly Income	
	Unisex			Unisex	
60	3.48		78	4.94	
61	3.53		79	5.05	
62	3.59		80	5.18	
63	3.65		81	5.35	
64	3.71		82	5.53	
65	3.78		83	5.73	
66	3.84		84	5.94	
67	3.91		85	6.17	
68	3.99		86	6.40	
69	4.06		87	6.65	
70	4.15		88	6.90	
71	4.23		89	7.16	
73	4.41		91	7.67	
74	4.51		92	7.94	
75	4.61		93	8.23	
76	4.71		94	8.53	
77	4.82		95	8.86	

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*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Page for Period Certain tables for ages 80 and older.

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000

Age	60	61	62	63	64	65	66	67	68	69	70
60	3.10	3.12	3.14	3.15	3.17	3.19	3.20	3.22	3.24	3.25	3.27
61		3.14	3.16	3.18	3.19	3.21	3.23	3.25	3.27	3.28	3.30
62			3.18	3.20	3.22	3.24	3.26	3.28	3.29	3.31	3.33
63				3.22	3.24	3.26	3.28	3.30	3.32	3.34	3.36
64					3.26	3.29	3.31	3.33	3.35	3.37	3.39
65						3.31	3.33	3.36	3.38	3.40	3.42
66							3.36	3.38	3.41	3.43	3.45
67								3.41	3.44	3.46	3.49
68									3.44	3.46	3.49
69										3.49	3.52
70											3.52
											3.55
											3.58

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 2.5% interest and mortality equal to 70% for males and 75% for females of the Annuity 2000 Mortality Table projected at 1% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.]

DATA

PART A -- This part lists your personal data.

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

Group Certificate Number: [200812345]

Endorsements Attached:

[Market Segment Endorsements]

[None]

[Investment Options Endorsements]

[Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging]

[Rider Attached]

[Guaranteed Withdrawal Benefit for Life Rider]

Issue Date: [January 1, 2009]

Participation Date: [January 1, 2009]

Maturity Date: [January 1, 2044]

The Maturity Date may not be later than the Participation Date Anniversary that follows the Participant's [95th] birthday (see Section 7.02A). The Maturity Date is based on the Participant's date of birth and will not change under the Certificate.

Maximum Maturity Age is [95]-see Section 7.07

Beneficiary: [JANE DOE]

PART B -- This part describes certain provisions of your Certificate.

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

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

Guaranteed Interest Option:

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

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

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

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

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

Investment Options available. Your initial allocation is shown.

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

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

The Variable Investment Options shown above are Variable Investment Options of our Separate Account [A].

- **Guaranteed Interest Option**

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

- [Account for Special Dollar Cost Averaging] [\$.00]

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

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

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

Total: [100%]

Transfer Rules (see Section 4.02):

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

We reserve the right to:

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

Maximum Transfer Percentage (see Section 4.02):

The maximum transfer percentage from the Guaranteed Interest Option is [25%].

[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 4.01)

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

Minimum Withdrawal Amount (see Section 5.02):

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

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

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

Minimum Amount of Annuity Account Value (see Section 5.02):

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

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

[Enhanced Death Benefit (see Section 5.04):

You have elected the Enhanced Death Benefit.]

Normal Form of Annuity (see Section 7.03):

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

[For Maturity 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 7.10):

[6%] per year

Minimum Amount to be Applied to an Annuity (see Section 7.10):

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

Participant Accounts (see Section 8.01):

[Your employer has the right to withdraw amounts under the Certificate including your Annuity Account Value and transfer such amounts to another funding vehicle with another provider under the Plan without your consent.]

[Your employer does not have the right to withdraw amounts under the Certificate including your Annuity Account Value and transfer it to another funding vehicle with another provider under the Plan without your consent.]

Withdrawal Charges (see Section 9.01):

Participation Year/Contract Year Percentage

[1	6%
2	6%
3	6%
4	6%
5	6%
6	5%
7	4%
8	3%
9	2%
10	1%
Thereafter	0%]

[Free Withdrawal Amount (see Section 9.01):

(The “Free Withdrawal Amount” will not be available if the Employer has selected a Plan Level CWC schedule for its’ Plan or there is no CWC and then the word [“None”] will appear.)

(If the Employer has selected a Participation Level CWC then the following will appear)

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

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

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

Withdrawal Charge Waivers (see Section 9.01):

No Withdrawal Charge will apply in these events:

(Applicable to Certificate Level CWC schedule)

Standard Waivers:

1. [you die and the Death Benefit is payable;
2. you attain the age of 59 1/2 and have completed five Participation Years;
3. you have completed five Participation Years, and are at least age 55, and have separated from service;
4. you request a refund of an excess contribution within one month;
5. a withdrawal is made through our required minimum distribution automatic withdrawal option to satisfy minimum distribution requirements;
6. a withdrawal qualifies as a hardship withdrawal;
7. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life contingent annuity, or
8. you have qualified to receive Social Security disability benefits as certified by the Social Security Administration; or

9. we receive proof satisfactory to us that your life expectancy is six months or less (such proof must include, but is not limited to, certification by a licensed physician); or
10. you have 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 Participation Years, and you are at least age 55 and the amount withdrawn is used to purchase a period certain annuity that extends beyond your age 59 1/2;
12. after three Participation Years and the amount withdrawn is used to purchase a period certain for at least 10 years; and
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 conditions began within the 12-month period following remittance.]

Benefit Sensitive Waiver(s)

[You sever from employment]

[Applicable to Plan Level CWC schedule]

[The Annuity Account Value can be withdrawn without a withdrawal charge unless such Annuity Account value is transferred to another vendor or in the event of a plan termination.]

Charges Deducted from Annuity Account Value

Annual Administrative Charge (see Section 9.04):

[The lesser of \$30 up to a maximum of \$65 or 2% of your Annuity Account Value plus any prior withdrawals made during the Participation Year.] We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$25,000.]. The Administrative Charge will be deducted for the portion of any Participation Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Certificate 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 Participation Year. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.

Transfer Charges (see Section 9.05):

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 Participation Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options

from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$35 for each transaction.]

Daily Separate Account Charge (see Section 9.06):

[.60%]. This daily asset charge is for financial accounting and for death benefits, mortality risk, expenses, and expense risk that we assume.

Third Party Transfer Charges (see Section 9.02):

We will deduct a charge of [\$25 up to a maximum of \$65 per occurrence for a direct transfer to a third party of amounts under your Certificate or an exchange for another contract of another carrier on a pro-rata basis from the Variable Investment Options and the Guaranteed Interest Option. 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.

[Enhanced Death Benefit Charge (see Section 9.04):]

[.15%]

ENDORSEMENT APPLICABLE TO GUARANTEED INTEREST SPECIAL DOLLAR COST AVERAGING

This Endorsement is part of the Employer's Group Annuity Contract and the Certificate issued to a Participant thereunder, and the same definitions apply to the capitalized terms. There are new definitions in this Endorsement which are introduced below. This Endorsement is subject to all the terms contained in the Employer's Group Annuity Contract and the Certificate except as modified below. This Endorsement is intended to be used with a TSA Contract. In this rider, "we" and "our" mean AXA Equitable Life Insurance Company.

SPECIAL DOLLAR COST AVERAGING PROGRAM

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

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

Any amount held in an account for Special Dollar Cost Averaging becomes part of our general assets, which support the guarantees of the Contract and other contracts. We will credit the amount of each Contribution allocated to and remaining in an account for Special Dollar Cost Averaging with interest at the effective annual rate (compounded

daily) that was applicable to the Participant's program on the Transaction Date of the Contribution. We may set different rates for programs of a different duration.

Transfer Rules

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

Termination

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

AXA EQUITABLE LIFE INSURANCE COMPANY



Christopher M. Condrón
President and Chief Executive Officer



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

GUARANTEED WITHDRAWAL BENEFIT FOR LIFE (“GWBL”) RIDER

This Rider is part of the Employer’s Group Annuity Contract and the Certificate issued to a Participant thereunder, and the same definitions apply to the capitalized terms. There are new definitions in this Rider which are introduced below. The benefit described in this Rider is subject to all the terms contained in the Employer’s Group Annuity Contract and the Certificate except as modified below. This Rider is intended to be used with a [TSA] Contract. In this rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company.

I. This Rider’s Benefit

This Rider is effective immediately and provides a Guaranteed Withdrawal Benefit for Life (“GWBL”) which guarantees that we make lifetime payments to the Participant up to a maximum amount per Participation Year, provided amounts are allocated to the GWBL Variable Investment Options. **Payments will be made only if the Employer makes such an election and the Employer or the Employer’s Designee directs us to pay the Participant.**

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

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

II. Definitions and Conditions of this Rider

A. Annuity Account Value

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

B. Automatic Payment Plan

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

C. Joint Life Certificate

“Joint Life Certificate” means a Certificate under which GWBL withdrawals are calculated based on the lives of the Participant and the Participant’s spouse and under which GWBL withdrawals are guaranteed during the lives of the Participant and the Participant’s spouse. Payments made in accordance with Section II. I. under a supplementary contract will be made on a joint life basis only if the Participant is still

married as of the supplementary contract's Benefit Transaction Date. "Spouse" for purposes of this Rider means the Participant's opposite sex spouse as provided in the Federal Defense of Marriage Act ("DOMA"). DOMA precludes same sex married couples, domestic partners, and civil union partners from being considered married under federal law. Such individuals, therefore, are not entitled to the favorable tax treatment accorded spouses under federal tax law and would not benefit from the GWBL Joint Life Contract structure provided under this Rider.

D. Single Life Certificate

"Single Life Certificate" means a Certificate under which withdrawals are guaranteed during the Participant's life.

E. GWBL Income Base

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

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

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

1. Annual Ratchet Base

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

2. [5%] Rollup Base

The [5%] Rollup Base is credited each day with interest at an annual effective rate of [5%] ([2.5%] for the loan reserve account, if applicable) through the

Business Day on which withdrawals begin under this Rider. Once withdrawals begin, the [5%] Rollup Base ends except as described in Section II. G.

F. Guaranteed Annual Withdrawal Amount (“GAWA”)

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

The “Applicable Percentage” is based on the Participant’s age at the time of the first GWBL withdrawal and is set for the duration of this GWBL Benefit. If a Joint Life Certificate is elected, the Applicable Percentage is based on the Participant’s age or the Participant’s spouse’s age, whoever is younger. The Applicable Percentage is shown in the GWBL Data Page.

Withdrawals under this Rider may not be made until amounts allocated to the GWBL Variable Investment Options are no longer subject to the Section of the Certificate, “Restrictions on Withdrawals, Distributions and Other Payments”. If these amounts are no longer subject to such restrictions because of the following, withdrawals may begin under this Rider if:

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

For Joint Life Certificates, in addition to the Participant meeting one of the above requirements, the Participant’s spouse must have attained age [55].

G. Excess Withdrawal

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

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

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

If the Participant is age [55] or older and takes a hardship withdrawal, such withdrawal causes the GWBL Income Base and the Applicable Percentage to be set for the Certificate.

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

H. Free Withdrawal Amount

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

I. Effect of the Participant's Annuity Account Value Falling to Zero

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

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

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

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

The Participant is the annuitant when a supplementary life annuity contract is issued on a Single Life basis. If the Participant elected a Joint Life Certificate under the terms of this Rider, we will issue the supplementary contract with the Participant as the annuitant and the Participant's spouse as the Joint Annuitant. If the Participant is no longer married on the Benefit Transaction Date, he/she must notify us in writing of this fact. We will issue the supplementary life annuity contract and make the payments thereunder as directed by the Employer or the Employer's Designee.

If the Participant's GWBL Annuity Account Value falls to zero and there is Non-GWBL Annuity Account Value remaining, payments will be made under this Rider equal to the GAWA as long as there is a GWBL Income Base. Withdrawals may be taken from the Non-GWBL Annuity Account Value in excess of the GAWA without causing an Excess Withdrawal.

Part III. Withdrawals under Automatic Payment Plans

Withdrawals under an Automatic Payment Plan may not start sooner than [28] days after the Participant's Participation Date. The Participant must be at least age [55] for an Automatic Payment Plan to be elected.

The election to receive automatic payments may be based on any of the following frequencies: [monthly, quarterly or annually]. The frequency elected-determines the amount of the GAWA paid on each scheduled payment date.

One of the following Automatic Payment Plans may be elected for the GAWA. If a lump sum withdrawal is taken after an Automatic Payment Plan is elected, the Automatic Payment Plan will terminate for that and subsequent Participation Years. An Automatic Payment Plan may be re-elected in the following Participation Year provided the Participant's GWBL Annuity Account Value has not fallen to zero, as described in this Rider.

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

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

Lifetime Required Minimum Distributions

When the lifetime Required Minimum Distribution ("RMD") rules described in the "Required Minimum Distributions" Section of the Certificate apply, and our RMD Automatic Withdrawal Option is elected for lifetime Required Minimum Distributions from the Certificate, as described in this Section of the Rider, any lifetime required minimum distribution payment we make under our RMD Automatic Withdrawal Option will not be treated as an Excess Withdrawal. When our RMD Automatic Withdrawal Option is elected, we determine the Participant's lifetime required minimum distribution payment for the Certificate each year based on both the Participant's GWBL Annuity Account Value and the Participant's Non-GWBL Annuity Account Value.

If either of our Automatic Payment Plans (the Maximum Payment Plan or the Customized Payment Plan) and our RMD Automatic Withdrawal Option is elected, and if the GAWA is

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

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

If our RMD Automatic Withdrawal Option is not elected and if the GAWA is insufficient to satisfy the required minimum distribution payment, any additional withdrawal taken in the same Participation Year from the Participant's GWBL Annuity Account Value will be treated as an Excess Withdrawal.

Part IV. Loans

Subject to the provisions of Part VI of the Participant's Certificate ("Plan Loans") if the Participant is permitted to request a loan as further described in Part VI, the following describes the effect of loans on the GWBL Annuity Account Value.

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

Loans funded from the Participant's GWBL Annuity Account Value must be repaid before GWBL payments under this Rider may begin. No withdrawals may be taken under this Rider while a loan is outstanding except as provided in either of the following cases: (i) the entire amount of the loan was funded through the Participant's Non-GWBL Annuity Account Value, or (ii) regardless of from which part of the Participant's Annuity Account Value the Participant's loan was funded, the withdrawal is due to financial hardship. If a loan funded wholly or in part through the Participant's GWBL Annuity Account Value is no longer outstanding because it has defaulted instead of being repaid in full, withdrawals from the GWBL Annuity Account Value may still begin. The Participant may repay the amount due on the defaulted loan, including interest on the unpaid balance which continues to accrue under the Code. We will

apply all loan repayments first to the Participant's GWBL Annuity Account Value until the amount allocated to the GWBL Annuity Account Value is repaid before we allocate any loan repayments to Non-GWBL Annuity Account Value. The defaulted loan may be considered an Excess Withdrawal.

Part V. Joint Life Certificates Split By Court Order

If required under an applicable court order relating to a divorce, we will withdraw the amount specified in such order. If the Participant's Certificate is a Joint Life Certificate and withdrawals under this Rider have not begun, we will adjust the Participant's Applicable Percentage to a Single Life Certificate basis. If withdrawals have begun, we will not make any adjustment to the Participant's Applicable Percentage.

Part VI. Death Benefit

The "Death Benefit" is equal to (i) the Participant's total Annuity Account Value which is the sum of both (a) the Participant's GWBL Annuity Account Value and (b) the Participant's Non-GWBL Annuity Account Value, or if greater, (ii) the Minimum Death Benefit or Enhanced Death Benefit described in the "Death Benefit" Section of the Participant's Certificate, whichever is applicable, as shown in the Certificate Data Pages. Any withdrawal from either the Participant's GWBL Annuity Account Value or the Participant's Non-GWBL Annuity Account Value, including a withdrawal from the Participant's GWBL Annuity Account Value causing an Excess Withdrawal, reduces the Participant's Minimum Death Benefit or Enhanced Death Benefit, whichever is applicable, on a pro-rata basis. Reduction on a pro-rata basis means we calculate the percentage of the Participant's Annuity Account Value that is withdrawn and reduce the Participant's Death Benefit by the same percentage.

1) *Single Life Certificate*

Under a Single Life Certificate, upon the Participant's death, we will pay the Death Benefit to the Participant's Beneficiary as described in Part V of the Certificate and this Rider terminates.

2) *Joint Life Certificate*

Under a Joint Life Certificate, upon the Participant's death, we will pay the Death Benefit to the Participant's spouse as described in Part V of the Certificate. Alternatively, the Participant's spouse may elect to continue the Participant's Certificate under the GWBL Beneficiary Continuation Option ("GWBL BCO"). If such an election is made, we may require the written consent of the Participant's Employer.

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

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

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

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

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

VII. The Cost of this Rider

The charge for this Rider is shown below.

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

Attained Age on the last Business Day of the Participant's Participation Year	Rider Charge
[Less than 30	[0.15%
30 – 39	0.35%
40-54	0.55%
55 and older]	0.75%]

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

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

VIII. Traditional Annuity Option

In accordance with Part VII of the Certificate ("Annuity Benefits and Required Minimum Distributions"), subject to the terms of the Plan, the Participant may elect to apply the Participant's Annuity Account Value to a traditional annuity benefit. If GWBL payments have begun under the Participant's Certificate, and if there are amounts in both the Participant's GWBL Annuity Account Value and Non-GWBL Annuity Account Value, both amounts must be applied to an annuity benefit. If the Participant has an amount remaining in his/her Non-GWBL Annuity Account Value and the Participant's GWBL Annuity Account Value has fallen to zero, we will issue a supplementary contract for the GAWA and a separate supplementary contract for the traditional annuity benefit for the Non-GWBL Annuity Account Value.

IX. Maturity Date – Effect on GWBL

We will notify the Participant of the payout options available as provided in the Section “Commencement of Annuity Benefits.” Subject to the terms of the Plan and with the approval of the Employer, the Participant may elect (i) for both or either of the Participant’s GWBL Annuity Account Value and the Participant’s Non-GWBL Annuity Account Value an Annuity Benefit in any form we are then offering as described in Part VII of the Certificate, or (ii) for both or either of the Participant’s GWBL Annuity Account Value and the Participant’s Non-GWBL Annuity Account Value a lump sum distribution of the Annuity Account Value or (iii) for the Participant’s GWBL Annuity Account Value only, the GWBL Maturity Date Annuity Benefit described below. If the GWBL Maturity Date Annuity Benefit is elected for the GWBL Annuity Account Value, and if neither a lump sum distribution nor an Annuity Benefit is affirmatively elected for any Non-GWBL Annuity Account Value remaining at the Maturity Date, we will apply such Non-GWBL Annuity Account Value to the Normal Form of Annuity Benefit described in Part VII of the Certificate. See Section VIII of this Rider, “Traditional Annuity Benefit”, above.

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

X. Termination Of This Rider

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

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

AXA EQUITABLE LIFE INSURANCE COMPANY



Christopher M. Condron
Chairman and Chief Executive Officer



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

GWBL Data Page

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

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

Allocation Limits

Allocation limits applicable to Participants who are ages 59 and less on the Participation Date

In the [first] Participation Year amounts may be allocated to the GWBL Variable Investment Options up to the limits described in the Certificate. After the [first] Participation Year, until the Participant attains age 60, allocations to the GWBL Variable Investment Options are limited to a total of [\$200,000]. “Allocation” means any Contributions to the GWBL Variable Investment Options or transfers from the Non-GWBL Investment Options to the GWBL Variable Investment Options. This [\$200,000] limit does not apply to amounts allocated in the first Participation Year.

Allocation limits applicable to Participants who are ages 60 and older on the Participation Date

Transfers from the Non-GWBL Variable Investment Options to the GWBL Variable Investment Options are not permitted. Contributions which are rollover contributions, direct transfers which are contract exchanges under the Employer’s Plan, or direct transfers from another 403(b) plan are not permitted to be allocated to the GWBL Variable Investment Options.

Once withdrawals begin under this Rider, no amounts may be allocated to the GWBL Variable Investment Options. If amounts are being transferred into the GWBL Variable Investment Options under our Special Dollar Cost Averaging Program, when an election is made to begin GWBL withdrawals, such election will terminate any Special Dollar Cost Averaging Program and all amounts will be transferred out including amounts being allocated to the GWBL Variable Investment Options before the GWBL withdrawals begin.

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

2) Applicable Percentage (Section II. F.)

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

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

AXA EQUITABLE LIFE INSURANCE COMPANY

APPLICATION FOR EQUI-VEST STRATEGIES GROUP FLEXIBLE PREMIUM COMBINATION FIXED AND VARIABLE DEFERRED ANNUITY CONTRACT

(Consisting of Parts A and B)

Part A

Section I - Application and Agreement for Participation in EQUI-VEST® Strategies Contract

Type of EQUI-VEST Contract	<input checked="" type="checkbox"/> TSA 403(b) Public School <input type="checkbox"/> TSA 501(c)(3) <input type="checkbox"/> TSA Higher Education (Colleges and Universities) Is the Plan subject to ERISA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ① <i>(Note: A governmental entity including a Public School is not subject to ERISA)</i>
Employer and Plan Information	Employer's Name: _____ Employer's Address: _____ Number and Street _____ Attention _____ City State Zip Code Employer's Tax Payer Identification Number: _____ Plan Name: _____ Plan Contact Person Name: _____ Telephone Number: _____ extension _____
Key Financial Professional's Code Number	Code Number: _____ CV #: _____ <i>(For Internal Use Only)</i>
Plan Effective Date	<i>Indicate the date the Plan went into effect.</i> Year _____ Month _____ Day _____

Administrative Charge Payment	<p>Annual Administrative Charge for each Certificate on the last day of each Participation Year is to be:</p> <p><input checked="" type="checkbox"/> Deducted from each Participant's Account Value (2)</p> <p><input type="checkbox"/> Paid by the Employer</p> <p><i>Note: Plans that elect to pay the annual administrative charge must have a minimum of <u>5</u> Participants at the time the Unit is established.</i></p>
Loan Information	<p>Does the Plan permit Participants to take Loans? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Hardship Withdrawal Information	<p>Does the Plan permit Participants to take Hardship Withdrawals? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Catch-Up Contributions	<p>Does the Plan permit Catch-Up Contributions? (select one box only)</p> <p><input checked="" type="checkbox"/> Age 50 (3)</p> <p><input type="checkbox"/> 15 Years of Service</p> <p><input type="checkbox"/> Both Age 50 and 15 Years of Service</p> <p><input type="checkbox"/> None</p>
Direct Rollovers, Transfers and Exchanges	<p>Does the Plan permit:</p> <p><input checked="" type="checkbox"/> Direct Rollover Contributions <input type="checkbox"/> Yes <input type="checkbox"/> No (4)</p> <p><input type="checkbox"/> Plan-to-Plan Direct Transfer Contributions <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Direct Transfer Contributions that are Contract Exchanges under the same Plan <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Contract Exchanges are permitted, indicate the vendors with whom they can be made:</p> <p><input type="checkbox"/> All vendors named in the Plan for Contributions, Transfers and Exchanges</p> <p><input type="checkbox"/> Only those vendors named in the Plan for Transfers and Exchanges</p> <p><input type="checkbox"/> Other (specify): _____</p> <p><i>Indicate on the 403(b) Plan Approved Provider List on page 11, all vendors that are approved 403(b) Contract providers under the Plan for accepting Transfers and Exchanges.</i></p>
Payouts Permitted Under the Plan	<p>Indicate all methods of payout that are permitted under the Plan (Not to exceed single or joint life expectancy):</p> <p><input checked="" type="checkbox"/> All payout methods available under the Plan's funding vehicles (5)</p> <p><input type="checkbox"/> Single Sum</p> <p><input type="checkbox"/> Periodic Payment</p> <p><input type="checkbox"/> Annuity Payments</p> <p><input type="checkbox"/> Other (specify): _____</p>
Existing Plan Assets	<p>Upon takeover, are existing Plan assets being transferred to an unallocated account maintained by the Contract until such Plan assets can be allocated to the Certificates of the Participants? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Sources of Contribution

Indicate which sources (Contribution types) can be made under this Plan. *A maximum of 8 sources will be available for each Plan.*

For Internal Use Only

- i. Employee Salary Reduction Contributions (Elective Deferral Contributions):**
Contributions under a salary reduction agreement that an employee enters into with the Employer under the Plan. (For periodic Contributions and/or transfers of the same type from other funding vehicles maintained by the Plan.)
 - a. Pre-Tax Contributions **O**
 - b. Designated Roth Contributions **H**
- ii. Employer Qualified Non-Elective and Qualified Matching Contributions:** **V**
Contributions made by the Employer to meet the requirements of the nondiscrimination tests set forth in the Code. *(Only applicable for ERISA Plans)*
- iii. Employee Non-Roth After Tax Contributions:** **I**
Amounts reported by the Employer as having Non-Roth post-tax consequences under section 415 of the Code. (Includes loan repayment post-default – see Loan Information) (6)
- iv. Employer Matching Contributions:** **J**
Employer Contributions matching Employee Contributions under the terms of the Plan. (For periodic contributions and/or transfers from other funding vehicles maintained by the Plan.)
- v. Employer Non-Matching Discretionary Contributions:** **L**
- vi. Rollover Contributions:** **8**
Contributions of eligible rollover distributions directly or indirectly from eligible retirement Plans under the Code.
- vii. Designated Roth Rollover Contributions:** **[TBD]**
Contributions of eligible Roth rollover distributions directly or indirectly from eligible retirement Plans under the Code.
- viii. 403(b)(7) Employee Salary Deferrals – Pre Tax:** **G**
(Direct Transfer of amounts that were custodial accounts maintained for the Participants by the Plan).
- ix. 403(b)(7) Employer Contributions:** **4**
(Direct Transfer of amounts that were custodial accounts maintained for the Participants by the Plan).

Vesting Schedule

Does your Plan document specify a vesting schedule for Employer Contributions? Yes No
If yes, please indicate the vesting schedule for your Plan: (7)

Period of Vesting Service	<input type="checkbox"/> Schedule A	<input type="checkbox"/> Schedule B	<input type="checkbox"/> Schedule C	<input type="checkbox"/> Schedule D	<input type="checkbox"/> Schedule E	<input type="checkbox"/> Schedule F	<input type="checkbox"/> Schedule G TBD by Client
<input checked="" type="checkbox"/> < 1 Year	0%	0%	0%	0%	0%	0%	
1 - 2 Years	100%	0%	0%	0%	0%	0%	
2 - 3 Years	100%	100%	0%	0%	0%	20%	
3 - 4 Years	100%	100%	100%	0%	0%	40%	
4 - 5 Years	100%	100%	100%	100%	0%	60%	
5 - 6 Years	100%	100%	100%	100%	100%	80%	
6 Years or >	100%	100%	100%	100%	100%	100%	

Frequency of Plan Contributions	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Bi-Weekly (8)											
Designated Plan Administrator (If other than the Employer)	Name of Plan Administrator _____ Telephone Number _____ Address _____ City _____ State _____ Zip Code _____ Contact Person Name, Title _____ Email Address _____ Fax Number _____											
Designated Plan Administrator Fee	If a Designated Plan Administrator is indicated, the Plan Administrator's fee is to be deducted from each Participant's Account Value: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate amount for each Participant: \$ _____ <input checked="" type="checkbox"/> Frequency: <input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly (9)											
Transaction Authorization	Please indicate whether or not Participants are authorized to execute the following transactions without the Employer's approval: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"><input checked="" type="checkbox"/> Investment Option Transfers</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td rowspan="5" style="vertical-align: middle; text-align: center;">(10)</td> </tr> <tr> <td><input type="checkbox"/> Allocation Changes</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td><input type="checkbox"/> Withdrawals (Hardship, Third Party Transfers)</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td><input type="checkbox"/> Loans</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td><input type="checkbox"/> Surrenders (Full termination)</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>	<input checked="" type="checkbox"/> Investment Option Transfers	<input type="checkbox"/> Yes <input type="checkbox"/> No	(10)	<input type="checkbox"/> Allocation Changes	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Withdrawals (Hardship, Third Party Transfers)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Loans	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Surrenders (Full termination)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Investment Option Transfers	<input type="checkbox"/> Yes <input type="checkbox"/> No	(10)										
<input type="checkbox"/> Allocation Changes	<input type="checkbox"/> Yes <input type="checkbox"/> No											
<input type="checkbox"/> Withdrawals (Hardship, Third Party Transfers)	<input type="checkbox"/> Yes <input type="checkbox"/> No											
<input type="checkbox"/> Loans	<input type="checkbox"/> Yes <input type="checkbox"/> No											
<input type="checkbox"/> Surrenders (Full termination)	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Authorization Information	If Employer's approval is required for any of the items above, please provide us with the following: The individual(s) authorized to approve transaction(s) (i.e. loans, withdrawals etc.) is (are): Name: _____ Signature: _____ Telephone Number: _____ Effective Date: _____											
Guaranteed Withdrawal Benefit for Life	Will the Guaranteed Withdrawal Benefit for Life feature be available for Participants? <input type="checkbox"/> Yes <input type="checkbox"/> No											
Investment Options	Please select the investment option method that will be available to Plan Participants (select only one): (a) <input type="checkbox"/> Make their own investment choices (<i>Either Maximum Transfer Flexibility, or Maximum Investment Option Choice</i>) (b) <input type="checkbox"/> Have Maximum Transfer Flexibility (c) <input type="checkbox"/> Have Maximum Investment Option Choice											

Section II – Plan Location and Contribution Reminder Statement Information

Note: This Section must be completed if the Plan wants to receive Contribution Reminder Statements. If the Plan has more than one location that wants to receive a Contribution Reminder Statement, a fully completed Section II is required for each location designated. A copy of Section II may be reproduced locally.

Plan Location Information	<p>Does the location request Contribution Statements? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the Location Name the same as the Employer Name? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the Location Address the same as the Employer Address? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If either the Location Name or Address is different from the Employer Name or Address please complete the following:</p> <p>Location Name: _____</p> <p>Attention of: _____</p> <p>Location Address: _____</p> <p style="margin-left: 100px;">Number and Street</p> <p style="margin-left: 100px;">_____</p> <p style="margin-left: 100px;">City State Zip Code</p>
Contribution Statements	<p>Information for the Contribution Statements:</p> <p>a. Contribution Due Date (choose the 1st through 28th of the month) Month _____ Day _____</p> <p>b. <input checked="" type="checkbox"/> Please indicate the frequency in which Contribution Statements are to be forwarded to you. (12)</p> <p><input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Bi-Weekly</p> <p><i>Please note: The contribution frequency does not have to be the same for all locations.</i></p> <p>c. Indicate how you wish to have the Contribution Statement produced:</p> <p><input type="checkbox"/> Alphabetical order</p> <p><input type="checkbox"/> Certificate Number order</p> <p><input type="checkbox"/> Social Security Number order</p> <p>d. Do you want the contribution amount(s) to be printed on the Contribution Statements?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Location Contact Information	<p>Location Contact Person: _____</p> <p>Location Contact Person's Telephone Number _____ extension _____</p>
Mailing Information	<p>Confirmation Notices and Statements of Account will be mailed to the Participants.</p>

FOR PROCESSING USE ONLY:

PLAN ID: _____ LOCATION _____

Section III – Trust Participation and Contract Holder Information

<p>Trust Participation and Contract Holder Information (Generally for ERISA Plans)</p>	<p>The Employer and Plan Trustee hereby adopt and agree to participate in the Group Variable Deferred Flexible Premium Annuity Trust of AXA Equitable Life Insurance Company (“Trust”) its successors and assignees.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Note: If yes, the “Trust” will be the Contract Holder.)</i></p> <p>If the response above is no, specify the name of Contract Holder to be designated under the Contract: (check the appropriate box)</p> <p>(i) <input type="checkbox"/> The Employer identified on page 1</p> <p>(ii) <input type="checkbox"/> Other (Please Specify) _____</p> <p>Name of the Trust: _____</p> <p>Address of the Trust: _____ Street and Number</p> <p>_____</p> <p>City State Zip</p>
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Section IV – Basic Installation Information

Administration Information	Type of Employer Organization:	(13)		
	<input type="checkbox"/> Church Group	<input type="checkbox"/> Hospital	<input type="checkbox"/> Healthcare Organization	
	<input type="checkbox"/> City College / University	<input type="checkbox"/> Public School	<input type="checkbox"/> State College/ University	
	<input type="checkbox"/> Post-Secondary School	<input type="checkbox"/> IRC 501(c)(3) Organization	<input type="checkbox"/> Vocational School	
	<input type="checkbox"/> Governmental Entity			
	<input type="checkbox"/> Other: _____	}		
		Please Specify		
	Has the Employer’s legal counsel and/or advisor determined that there are no local or state laws, rules and/or regulations which prohibit the investment of Plan assets in the Contract and in the Investment Options indicated on Attachment A of this application?			
	<input type="checkbox"/> Yes <input type="checkbox"/> No			

Part B

Certain Contract Provisions

I. Investment Options - (Contract Section 2.01)

The Investment Options currently available under the Contract are listed in Attachment A. One of the following two methods for selecting your Investment Options is available under the Contract:

- 1) *Maximum Investment Options*: Participants may allocate Contributions or transfer funds to both Type A and Type B Investment Options. The Options currently available are listed in Attachment A (the *Investment Options Chart*). However, there will be restrictions on the amounts that can be transferred out of the Guaranteed Interest Option.
- 2) *Maximum transfer flexibility*: Participants may allocate Contributions to any available Investment Options under Type A. No restrictions will apply to amounts that can be transferred out of the Guaranteed Interest Option.

II. Guaranteed Interest Option - (Contract Section 2.02)

Minimum Guaranteed Interest Rate: Not less than 1% and not more than 3%.

III. Minimum Aggregate Contributions (on an annual basis) - (Contract Section 3.01)
\$0 - \$5 Million

Allocations - (Contract Section 3.02)

Restrictions on Allocations into the Guaranteed Interest Option:

- No more than 50% of any 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. (14)

IV. Transfer Rules - (Contract Section 4.02)

The provisions of Section 4.02 of the Contract shall govern except that the maximum percentage of the amount in the Guaranteed Interest Option, which may be transferred, as described in Section 4.02 of the Contract, is the greater of 25% or the total amount transferred during the previous twelve months. (15)

Restrictions on Transfers into the Guaranteed Interest Option:

- Transfers into the Guaranteed Interest Option will not be permitted if it would result in more than 50% of the Annuity Account Value to be in 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. (16)

V. Withdrawal Charges - (Contract Section 9.01)

For Plans subject to a Withdrawal Charge, each Participation Year, the Participant is permitted to withdraw up to 10% of the Annuity Account Value (plus any prior withdrawals and associated withdrawal charges in the current Participation Year, and less any amount in the Loan Reserve Account) without incurring a Withdrawal Charge. (17)

The Withdrawal Charge will be assessed as a percentage of the amount withdrawn starting from the Participation Date of each Participant's Certificate as follows:

- **10 Years:** 6%, 6%, 6%, 6%, 6%, 5%, 4%, 3%, 2%, 1%, or
- **7 Years:** 6%, 6%, 5%, 4%, 3%, 2%, 1%, or
- **5 Years:** 5%, 5%, 5%, 5%, 5%, or
- **None, or**

(18)

The Withdrawal Charge will be assessed as a percentage of the amount withdrawn from each Participant's Certificate starting from the Contract Date of the Group Contract as follows:

- 5 Years: 5%, 5%, 5%, 5%, 5%
- 3 Years: 6%, 6%, 6%

(18)

No withdrawal charge will apply when:

(Standard Waivers)

(19)

- 1) after 5 Participation Years, the Participant reaches age 55 and severs from employment; or
- 2) the later of the completion of at least five Participation Years and the Participant's attainment of 59 ½; or
- 3) a request is made for a refund of a Contribution in excess of the amount that may be contributed under Section 403(b) of the Code within one month of the date on which the Contribution is made; or
- 4) the Participant's attainment of age 55, the completion of at least five Participation Years and the receipt by AXA Equitable of a properly completed settlement election form providing for the application of the Annuity Account Value to purchase an eligible Annuity Certain; or
- 5) the Participant's completion of at least three Participation Years and the receipt by AXA Equitable of a properly completed settlement election form providing for the application of the Annuity Account Value to purchase a Period Certain Annuity, where the certain period of such annuity is least ten years; or
- 6) the receipt by AXA Equitable of a properly completed settlement election form providing for the application of the Annuity Account Value to purchase a life annuity distribution, pursuant to the terms of this Contract; or
- 7) the Participant dies and a death benefit is payable to the Beneficiary; or
- 8) the withdrawal is made to satisfy minimum distribution requirements under Code Section 401(a)(9); or
- 9) the Participant elects a withdrawal that qualifies as a hardship withdrawal under the Code; or
- 10) the Participant has qualified to receive Social Security disability benefits as certified by the Social Security Administration or the Participant is totally disabled. Total disability is the incapacity of the Participant, resulting from injury or disease, to engage in any occupation for remuneration or profit. Such total disability must be certified as having been continuous for a period of at least six months prior to notice of claim and the Participant must continue to be deemed totally disabled. Written notice of claim must be given to AXA Equitable during the lifetime of the Participant and during the period of total disability prior to each withdrawal. Along with the notice of claim, the Participant must submit acceptable proof of disability. Such proof of disability must be either (a) evidence of Social Security disability determination or (b) a statement from an independent U.S. licensed physician stating that the Participant meets the definition of total disability as stated above. Such certification must be resubmitted every 12 months. Failure to furnish proof of disability within the required time will not reduce any claim if it was not reasonably possible to give proof within such time. Provided such proof is furnished as soon as reasonably possible in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required; or
- 11) AXA Equitable receives proof satisfactory to us that the Participant's life expectancy is six months or less, and such proof must include, but is not limited to, certification by a licensed physician; or
- 12) the Participant has been confined to a nursing home for more than 90 days (or such other period, as required in your state) as verified by a licensed physician. A nursing home for this purpose means one that is (a) approved by Medicare as a provider of skilled nursing care service, or (b) 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 of 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 licensed 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].

The withdrawal charge will apply if the condition as described in items 10 through 12 existed at the time the [Participant's Certificate is issued][Contract is issued] or if the condition began within the 12 month period following the issuance of the [Participant's Certificate][Contract].

(Benefit Sensitive Waiver)

13) the Participant severs from employment.]

VI. Third Party Transfer (Contract Section 9.02)

Currently \$25. AXA Equitable reserves the right to charge a maximum of \$65 for each occurrence of a withdrawal for any reason, to cover administrative processing costs.

VII. Annual Administrative Charge - (Contract Section 9.04)

If applicable, the annual administrative charge will be deducted from each certificate on the last day of each Participation Year as follows: (20)

- [The lesser of 2% of the annuity account value plus any prior withdrawals made during the Participation Year or \$30; waived at an annuity account value of \$15,000 or more, or
- The lesser of 2% of the annuity account value plus any prior withdrawals made during the Participation Year or \$30; waived at an annuity account value of \$25,000 or more, or
- The lesser of 2% of the annuity account value plus any prior withdrawals made during the Participation Year or \$15; waived at an annuity account value of \$15,000, or more, or
- The lesser of 2% of the annuity account value plus any prior withdrawals made during the Participation Year or \$15; waived at an annuity account value of \$25,000, or more, or
- None]

VIII. Variable Separate Account Charge – (Contract Section 9.06)

0.00% - 2.00%

IX. [Participant Accounts (Contract Section 8.01) and Termination of the Contract – (Contract Section 11.08)

Participant consent is required for the Employer to make withdrawals from or terminate a Participant's account under the Contract. It is the Employer's responsibility to obtain Participant consent.] (21)

**Acknowledgements
and Agreement**

When you sign this Application, you are agreeing to the elections that you have made in this Application and acknowledge that you understand the terms and conditions set forth in this Application.

By signature(s) below of duly authorized person(s), the Employer and or the Trustee(s) if applicable, hereby:

1. acknowledge having received and read the most current EQUI-VEST Strategies Prospectus and the Prospectus Supplement(s) for participation under the Contract.
2. acknowledge, understand and agree to: the elections made in this application, the various levels of fees, charges, and funding arrangements under the Contract.
3. acknowledge and represent that the Plan meets the requirements of Section 403(b) of the Internal Revenue Code and is sponsored by an eligible Employer, and further acknowledge if the answer to the question (page 1) in Part A, states so, that the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA);
4. apply for participation in the Contract as funding vehicle for the Plan;
5. agree to be bound by the terms and conditions of the Contract;
6. acknowledge and understand that no Financial Professional of AXA Advisors, LLC, or agent of AXA Network, LLC., has authority to make or modify any contract or agreement on AXA Equitable's behalf, or to waive or alter any of AXA Equitable's rights or requirements; and
7. acknowledge and agree that the provisions contained in this Application and the Contract issued upon acceptance of this Application by AXA Equitable supersede all prior agreements that may have previously been entered into between the Employer and AXA Equitable.
8. acknowledge, understand and agree that all forfeiture funds, if any, will be re-allocated among remaining Participants to offset future Employer contributions.
9. acknowledge, understand and agree that assets transferred from a prior funding vehicle are received by AXA Equitable, such assets will be deposited as one lump sum to an Unallocated Account in the Guaranteed Interest Option. Assets shall remain in this account until all forms are completed and until all information needed to complete the transfer is received by AXA Equitable. With respect to each Participant, AXA Equitable will allocate amount to each Participant's Certificate only after you provide instructions that are acceptable and necessary in order to complete the allocation process. Once all the necessary information is received and has been determined to be acceptable by AXA Equitable, AXA Equitable will allocate such amounts to each Participant's Certificate. You are solely responsible for effectuating the asset transfer in accordance with all applicable laws and regulations.
10. understand that by identifying the Designated Plan Administrator (page 4) and signing below, the Employer and or the Trustee(s) are authorizing AXA Equitable to provide information regarding the Plan and Plan Participants to them.
11. understand that the Annuity Account Value attributable to allocations to the Investment Options may increase or decrease and are not guaranteed as to dollar amount.
12. understand that the Guaranteed Withdrawal Benefit for Life (GWBL) feature may be of limited use if the Participant does not take withdrawals. In addition, unless the Participant elects the RMD Automatic Option and complies with the conditions set forth in the Contract, the GWBL feature when elected in conjunction with TSA Contracts may have limited usefulness because partial withdrawals made to satisfy minimum distribution rules might reduce the Income Base.

FOR CONTRACT HOLDER(S): (If the Contract Holder is the Employer or the Trust as defined in Section III, complete (a) below; If the Contract Holder is **other than** the Employer or the Trust, complete (a) **and** (b) below.)

(a) _____
Print Name of Authorized Individual/Employer City State

By _____
Signature and Title of Authorized Individual/Employer Date

(b) _____
Print Name of Authorized Individual/Trustee City State

By _____
Signature and Title of Authorized Individual/Employer Date

**Accepted for AXA
Equitable**

**(To be completed
by the AXA
Equitable
Processing Office)**

ACCEPTED FOR AXA EQUITABLE:

_____ By _____
Print Name of Authorized Signatory Signature of Authorized Signatory

Effective Date: _____

Group Annuity Contract No. _____

A copy of the Contract, the Application, including Parts A and B (including the Contract Charges), and Investment Options Chart, will be signed by AXA Equitable and returned to the Contract Holder after review. All returned documents will govern the operation of the Contract. Initial contributions will be accepted by AXA Equitable only after installation documents have been approved by AXA Equitable's Processing Office.

AXA Equitable Life Insurance Company

EQUI-VEST® Strategies ①

403(b) TSA Enrollment Form with GWBL

Mailing Instructions:

Express Mail: (with money):
JPMorganChase
4 Chase Metrotech Center, 7th Floor
NY Remit One Image Lockbox #13823
Brooklyn, NY 11245-0001



Express Mail: (without money):
EQUI-VEST New Business
100 Madison St., Suite 1000
Syracuse, NY 13202

Regular Mail: (with money):
EQUI-VEST New Business
P.O. Box 13823, Newark, NJ 07188-0823

Regular Mail: (without money):
EQUI-VEST New Business
P.O. Box 4704, Syracuse, NY 13221-4704

1. EQUI-VEST Contract type (Check one)

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

2. Employer information

Employer/Unit Name _____
Unit Number _____

3. Participant information (Check appropriate boxes)

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

Mr. Mrs. Miss Ms. Other _____
 Male Female

First Name _____ Middle Initial _____ Last Name _____
 Home
 Work

Birth Date (mm/dd/yyyy) _____ Age at Nearest Birthday _____ Daytime Phone Number _____ ④

U.S.A. Primary Residential Address — No P.O. Box Permitted _____
City _____ State _____ Zip Code _____

Social Security No. (Required) _____
Vesting Start Date _____ Date of Hire _____

Valid Driver's License No./State Issued ID # _____ State _____ Exp. Date _____
U.S. Citizen Yes No (If No, complete below and attach copy)

Country _____ Passport # _____ U.S. Visa Type _____

4. Beneficiary(ies) information (See Instructions)

Primary

1. _____ %
First Name _____ Last Name _____

Relationship to Participant:
 Spouse
 Child
 Other: _____

T.I.N.: S.S.N. or E.I.N. _____

4. Beneficiary(ies) information (continued)

2. _____ %
First Name _____ Last Name _____

Relationship to Participant:
 Spouse
 Child
 Other: _____

T.I.N.: S.S.N. or E.I.N. _____

Contingent

1. _____ %
First Name _____ Last Name _____

Relationship to Participant:
 Spouse
 Child
 Other: _____

T.I.N.: S.S.N. or E.I.N. _____

5. Optional features **Enhanced Death Benefit Option**

Would you like to elect the 3-year Enhanced Death Benefit?

YES, I would like to elect the Ratcheted Death Benefit.
 NO, I would like to have only the sum of contributions (adjusted for loans and withdrawals) as the Minimum Death Benefit.

Once the Ratcheted Death Benefit is elected, it cannot be terminated. A charge of .15% of the account value will be deducted on each Participation Date anniversary.

6. Contribution amount

1. If a payment will be forwarded at a later date, you must complete #1A and, if applicable, #1B. If a payment will be provided when the application is signed, complete #1C only.

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

B. Expected direct transfer or rollover amounts: \$ _____
(If you intend to allocate all or a portion of this amount to Special Dollar Cost Averaging, also complete #10)

C. Amount provided with this application:

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

(ii) Provide a breakdown of employee and employer contributions. \$ _____ \$ _____
Employee Employer

2. Reminder/Contribution information:
Months to be excluded, if any, from Plan Contribution Statement (months must be consecutive and from May to September only): _____

7. Contribution Allocation

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

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

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

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

Note: For Allocation of direct transfer or rollover amounts to Special Dollar Cost Averaging, you must complete #10.

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

Must check either Box A or Box B, but not both.

- A. **Maximum Transfer Flexibility.** By checking this box, you may only invest in the investment options listed in this section which are not boxed off. Transfers out of the Guaranteed Interest Option will not be limited.
- B. **Maximum Fund Choice.** By checking this box, you may invest in any of the investment options listed in this section. Transfers out of the Guaranteed Interest Option will be limited (see prospectus for details). Current Allocation (Applies to Boxes A and B): Select the allocation for the contributions indicated in 7A or any amounts that you may invest in these investment options in the future. You can change this allocation for future contributions at any time. The percentages entered below must be in whole numbers and total 100%.

Guaranteed-Fixed

_____ % Guaranteed Interest Option (A1*)

Asset Allocation

AXA Allocation

- _____ % AXA Aggressive Allocation (18*)
- _____ % 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/BlackRock Basic Value Equity (81*)
- _____ % EQ/Boston Advisors Equity Income (33*)
- _____ % EQ/Calvert Socially Responsible (92*)
- _____ % EQ/Capital Guardian Growth (74*)
- _____ % EQ/Davis New York Venture (6Q*)
- _____ % EQ/Equity 500 Index (TE*)

- _____ % EQ/JPMorgan Value Opportunities (72*)
- _____ % EQ/Large Cap Core PLUS (85*)
- _____ % EQ/Large Cap Growth Index (82*)
- _____ % EQ/Large Cap Growth PLUS (77*)
- _____ % EQ/Large Cap Value PLUS (89*)
- _____ % EQ/Lord Abnett Growth and Income (02*)
- _____ % EQ/Marsico Focus (94*)
- _____ % EQ/Montag & Caldwell Growth (34*)
- _____ % EQ/Mutual Shares (6F*)
- _____ % EQ/Oppenheimer Main Street Opportunity (6R*)
- _____ % EQ/T. Rowe Price Growth Stock (32*)
- _____ % EQ/Van Kampen Comstock (07*)
- _____ % Multimanager Large Cap Value (58*)

Mid Cap Stocks

- _____ % EQ/Lord Abnett Mid Cap Value (06*)
- _____ % EQ/Mid Cap Index (55*)
- _____ % EQ/Mid Cap Value PLUS (79*)
- _____ % EQ/Van Kampen Mid Cap Growth (08*)
- _____ % Multimanager Mid Cap Growth (59*)
- _____ % Multimanager Mid Cap Value (61*)

Small Cap Stocks

- _____ % EQ/AllianceBernstein Small Cap Growth (TP*)
- _____ % EQ/Franklin Small Cap Value (6E*)
- _____ % EQ/GAMCO Small Company Value (37*)
- _____ % EQ/Oppenheimer Main Street Small Cap (6B*)
- _____ % EQ/Small Company Index (97*)
- _____ % Multimanager Small Cap Growth (36*)
- _____ % Multimanager Small Cap Value (91*)

International Stocks/Global

- _____ % EQ/AllianceBernstein International (TN*)
- _____ % EQ/BlackRock International Value (73*)
- _____ % EQ/International Core PLUS (88*)
- _____ % EQ/Oppenheimer Global (6A*)
- _____ % EQ/Templeton Growth (6D*)
- _____ % EQ/Van Kampen Emerging Markets Equity (78*)
- _____ % Multimanager International Equity (65*)

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/Core Bond Index (96*)
- _____ % EQ/Evergreen International Bond (47*)
- _____ % EQ/Intermediate Government Bond Index (T1*)
- _____ % EQ/Long Term Bond (27*)
- _____ % EQ/PIMCO Real Return (28*)
- _____ % EQ/Quality Bond PLUS (TQ*)
- _____ % Multimanager Core Bond (69*)

High Yield Bonds (Not available under Max Flex option)

- _____ % EQ/Caywood-Scholl High Yield Bond (24*)
- _____ % 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.

9. Selection of GWBL variable investment options and allocation percentages

The Guaranteed Withdrawal Benefit for Life (GWBL) guarantees that you can take withdrawals up to a maximum amount per Participation Year at a future date. By allocating contributions to the GWBL variable investment options, you activate the Income Base that will be used to calculate the withdrawals. The GWBL fee will begin to be deducted on each Participation Date anniversary starting with the Participation Date anniversary immediately following the first allocation to the GWBL variable investment options. **Once amounts are allocated to the GWBL variable investment options, amounts in these options may only be transferred among the GWBL variable investment options and not to any of the non-GWBL investment options.** In order for GWBL withdrawals to begin, you must be at least age 59½ or you must be at least age 55 and a distributable event as follows must have occurred: (i) you sever employment with the employer who provided the funds or (ii) you are or become disabled.

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

GWBL variable investment options

_____ %	AXA Aggressive Allocation	
_____ %	AXA Conservative Allocation	(6)
_____ %	AXA Conservative-Plus Allocation	
_____ %	AXA Moderate Allocation	
_____ %	AXA Moderate-Plus Allocation	
_____ %	EQ/Franklin Templeton Founding Strategy	
_____ %	Total (Must be 100%)	

10. Special Dollar Cost Averaging (Special DCA)

Only available for direct transfer and rollover contributions. Choose one time period. Indicate the percentage of the contribution indicated in Section #6-1B or #6-1C to be allocated to Special DCA for the time period selected. (Choose only one)

- 3-months: _____ % (17)
- 6-months: _____ %
- 12-months: _____ %

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

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

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

Special DCA Allocation

Asset Allocation

AXA Allocation

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

Target Allocation

_____ %	Target 2015 Allocation (6G*)	(8)
_____ %	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/BlackRock Basic Value Equity (81*)	
_____ %	EQ/Boston Advisors Equity Income (33*)	
_____ %	EQ/Calvert Socially Responsible (92*)	
_____ %	EQ/Capital Guardian Growth (74*)	
_____ %	EQ/Davis New York Venture (6Q*)	
_____ %	EQ/Equity 500 Index (TE*)	(8)
_____ %	EQ/JPMorgan Value Opportunities (72*)	
_____ %	EQ/Large Cap Core PLUS (85*)	
_____ %	EQ/Large Cap Growth Index (82*)	
_____ %	EQ/Large Cap Growth PLUS (77*)	
_____ %	EQ/Large Cap Value PLUS (89*)	
_____ %	EQ/Lord Abbett Growth and Income (02*)	
_____ %	EQ/Marsico Focus (94*)	
_____ %	EQ/Montag & Caldwell Growth (34*)	
_____ %	EQ/Mutual Shares (6F*)	
_____ %	EQ/Oppenheimer Main Street Opportunity (6R*)	
_____ %	EQ/T. Rowe Price Growth Stock (32*)	
_____ %	EQ/Van Kampen Comstock (07*)	
_____ %	Multimanager Large Cap Value (58*)	

Mid Cap Stocks

_____ %	EQ/Lord Abbett Mid Cap Value (06*)	
_____ %	EQ/Mid Cap Index (55*)	
_____ %	EQ/Mid Cap Value PLUS (79*)	(8)
_____ %	EQ/Van Kampen Mid Cap Growth (08*)	
_____ %	Multimanager Mid Cap Growth (59*)	
_____ %	Multimanager Mid Cap Value (61*)	

Small Cap Stocks

_____ %	EQ/AllianceBernstein Small Cap Growth (TP*)	
_____ %	EQ/Franklin Small Cap Value (6E*)	
_____ %	EQ/GAMCO Small Company Value (37*)	(8)
_____ %	EQ/Oppenheimer Main Street Small Cap (6B*)	
_____ %	EQ/Small Company Index (97*)	
_____ %	Multimanager Small Cap Growth (36*)	
_____ %	Multimanager Small Cap Value (91*)	

International Stocks/Global

_____ %	EQ/AllianceBernstein International (TN*)	
_____ %	EQ/BlackRock International Value (73*)	
_____ %	EQ/International Core PLUS (88*)	(8)
_____ %	EQ/Oppenheimer Global (6A*)	
_____ %	EQ/Templeton Growth (6D*)	
_____ %	EQ/Van Kampen Emerging Markets Equity (78*)	
_____ %	Multimanager International Equity (65*)	

AXA Allocation (Not available under Max Flex option)

_____ %	AXA Conservative Allocation (15*)	(8)
_____ %	AXA Conservative-Plus Allocation (16*)	

Investment Grade Bonds (Not available under Max Flex option)

_____ %	EQ/Core Bond Index (96*)	
_____ %	EQ/Evergreen International Bond (47*)	
_____ %	EQ/Intermediate Government Bond Index (TI*)	
_____ %	EQ/Long Term Bond (27*)	
_____ %	EQ/PIMCO Real Return (28*)	(8)
_____ %	EQ/Quality Bond PLUS (TQ*)	
_____ %	Multimanager Core Bond (69*)	

High Yield Bonds (Not available under Max Flex option)

_____ %	EQ/Caywood-Scholl High Yield Bond (24*)	(8)
_____ %	Multimanager High Yield (TH*)	

(Special DCA Allocation continued on next page.)

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*)

8

GWBL variable investment options

% AXA Aggressive Allocation

% AXA Conservative Allocation

% AXA Conservative-Plus Allocation

% AXA Moderate Allocation

% AXA Moderate-Plus Allocation

% EQ/Franklin Templeton Founding Strategy

6

% Total (Must be 100%)

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

11. Special instructions

Use this section to enter the participant's mailing address if it differs from the primary residential address. Also, for any additional details regarding beneficiary, replacement, or transfer information.

For Participants whose Mailing Address differs from their Primary Residential Address in #3.

Participant's Mailing Address:

Mailing Address — P.O. Box Accepted

City State Zip Code

12. Other Required Information (Mandatory)

Questions in A, B, C and D must be answered.

A. Replacement Information: (Must respond to 1 and 2)

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

B. Residence State:

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

I have a second residence in the state of sale.

I work or conduct business in the state of sale.

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

C. 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:

D. Active Duty Member:

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

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

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

Comments:

2

2

13. Agreement

All information and statements on this Enrollment Form are true and complete to the best of my knowledge and belief. I understand that no financial professional has the authority to make or modify any certificate on AXA Equitable's behalf, or to waive or alter any of AXA Equitable's rights and regulations. I understand that the annuity account value attributable to allocations to the variable investment options of the separate account or variable annuity benefit payments may increase or decrease and are not guaranteed as to dollar amount. • I acknowledge receipt of the most current EQUI-VEST Strategies prospectus. After reviewing my financial information and goals with my agent, I believe this contract will meet my insurable needs and financial objectives.

10

Consent for Delivery of Initial Prospectus on CD-ROM:

Yes. By checking this box and signing the Enrollment Form below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, 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.

By signing this Enrollment Form the Participant acknowledges that he or she is buying the certificate/contract for its feature and benefits other than tax deferral, as the tax-deferral feature of the certificate/contract does not provide additional benefits.

X

Proposed Participant's Signature

Date (mm/dd/yy)

City

State

X02243_core
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AXA Equitable Life Insurance Company

[EQUI-VEST®] Strategies 1

403(b) TSA Enrollment Form

Mailing Instructions:

Express Mail: (with money):

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

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Regular Mail: (with money):

EQUI-VEST New Business
P.O. Box 13823, Newark, NJ 07188-0823



AXA EQUITABLE

Express Mail: (without money):

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

Regular Mail: (without money):

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

1. EQUI-VEST contract type (Check one)

A. TSA Public School

B. TSA 501(c)(3) 3

C. TSA University

2. Employer information

Employer/Unit Name _____

Unit Number _____

3. Participant information (Check appropriate boxes)

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

Mr. Mrs. Miss Ms. Other _____

Male Female

First Name _____ Middle Initial _____ Last Name _____

Home Work

Birth Date (mm/dd/yy) _____ Age at Nearest Birthday _____ Daytime Phone Number _____

U.S.A. Primary Residential Address — No P.O. Box Permitted 4

City _____ State _____ Zip Code _____

Social Security No. (Required) _____

Vesting Start Date _____ Date of Hire _____

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

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

Country _____ Passport # _____ U.S. Visa Type _____

4. Beneficiary(ies) information (See Instructions)

Primary

1. _____ %

First Name _____ Last Name _____

Relationship to Participant:

Spouse Child Other: _____

T.I.N.: S.S.N. or E.I.N. _____

4. Beneficiary(ies) information (continued)

2. _____ %

First Name _____ Last Name _____

Relationship to Participant:

Spouse Child Other: _____

T.I.N.: S.S.N. or E.I.N. _____

Contingent

1. _____ %

First Name _____ Last Name _____

Relationship to Participant:

Spouse Child Other: _____

T.I.N.: S.S.N. or E.I.N. _____

5. Optional features **Enhanced Death Benefit Option**

Would you like to elect the 3-year Enhanced Death Benefit?

YES, I would like to elect the Ratcheted Death Benefit.

NO, I would like to have only the sum of contributions (adjusted for loans and withdrawals) as the Minimum Death Benefit.

Once the Ratcheted Death Benefit is elected, it cannot be terminated. A charge of .15% of the account value will be deducted on each Participation Date anniversary.

6. Contribution amount

1. If a payment will be forwarded at a later date, you must complete #1A and, if applicable, #1B. If a payment will be provided when the application is signed, complete #1C only.

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

B. Expected direct transfer or rollover amounts: \$ _____
(If you intend to allocate all or a portion of this amount to Special Dollar Cost Averaging, also complete #8)

C. Amount provided with this application:

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

(ii) Provide a breakdown of employee and employer contributions. \$ _____ \$ _____
Employee Employer

2. Reminder/Contribution information:
Months to be excluded, if any, from Plan Contribution Statement (months must be consecutive and from May to September only): _____

2

2

7. Selection of investment options and allocation percentages

Must 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 6A 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/BlackRock Basic Value Equity (81*)

_____ % EQ/Boston Advisors Equity Income (33*)

_____ % EQ/Calvert Socially Responsible (92*)

_____ % EQ/Capital Guardian Growth (74*)

_____ % EQ/Davis New York Venture (6Q*)

_____ % EQ/Equity 500 Index (TE*)

_____ % EQ/JPMorgan Value Opportunities (72*)

_____ % EQ/Large Cap Core PLUS (85*)

_____ % EQ/Large Cap Growth Index (82*)

_____ % EQ/Large Cap Growth PLUS (77*)

_____ % EQ/Large Cap Value PLUS (89*)

_____ % EQ/Lord Abnett Growth and Income (02*)

_____ % EQ/Marsico Focus (94*)

_____ % EQ/Montag & Caldwell Growth (34*)

_____ % EQ/Mutual Shares (6F*)

_____ % EQ/Oppenheimer Main Street Opportunity (6R*)

_____ % EQ/T. Rowe Price Growth Stock (32*)

_____ % EQ/Van Kampen Comstock (07*)

_____ % Multimanager Large Cap Value (58*)

Mid Cap Stocks

_____ % EQ/Lord Abnett Mid Cap Value (06*)

_____ % EQ/Mid Cap Index (55*)

_____ % EQ/Mid Cap Value PLUS (79*)

_____ % EQ/Van Kampen Mid Cap Growth (08*)

_____ % Multimanager Mid Cap Growth (59*)

_____ % Multimanager Mid Cap Value (61*)

Small Cap Stocks

_____ % EQ/AllianceBernstein Small Cap Growth (TP*)

_____ % EQ/Franklin Small Cap Value (6E*)

_____ % EQ/GAMCO Small Company Value (37*)

_____ % EQ/Oppenheimer Main Street Small Cap (6B*)

_____ % EQ/Small Company Index (97*)

_____ % Multimanager Small Cap Growth (36*)

_____ % Multimanager Small Cap Value (91*)

International Stocks/Global

_____ % EQ/AllianceBernstein International (TN*)

_____ % EQ/BlackRock International Value (73*)

_____ % EQ/International Core PLUS (88*)

_____ % EQ/Oppenheimer Global (6A*)

_____ % EQ/Templeton Growth (6D*)

_____ % EQ/Van Kampen Emerging Markets Equity (78*)

_____ % Multimanager International Equity (65*)

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/Core Bond Index (96*)

_____ % EQ/Evergreen International Bond (47*)

_____ % EQ/Intermediate Government Bond Index (TI*)

_____ % EQ/Long Term Bond (27*)

_____ % EQ/PIMCO Real Return (28*)

_____ % EQ/Quality Bond PLUS (TQ*)

_____ % Multimanager Core Bond (69*)

High Yield Bonds (Not available under Max Flex option)

_____ % EQ/Caywood-Scholl High Yield Bond (24*)

_____ % Multimanager High Yield (TH*)

Cash Equivalents (Not available under Max Flex option)

_____ % EQ/Money Market (T3*)

Sector/Specialty (Not available under Max Flex option)

_____ % EQ/Franklin Income (6C*)

Sector/Specialty

_____ % Multimanager Health Care (68*)

_____ % Multimanager Technology (67*)

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

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

8. Special Dollar Cost Averaging (Special DCA)

Only available for direct transfer and rollover contributions. Choose one time period. Indicate the percentage of the contribution indicated in Section #6-1B or #6-1C to be allocated to Special DCA for the time period selected. (Choose only one)

- 3-months: _____ %
- 6-months: _____ %
- 12-months: _____ %

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

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

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

Special DCA Allocation

Asset Allocation

AXA Allocation

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

Target Allocation

- _____ % Target 2015 Allocation (6G*)
- _____ % 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/BlackRock Basic Value Equity (81*)
- _____ % EQ/Boston Advisors Equity Income (33*)
- _____ % EQ/Calvert Socially Responsible (92*)
- _____ % EQ/Capital Guardian Growth (74*)
- _____ % EQ/Davis New York Venture (6Q*)
- _____ % EQ/Equity 500 Index (TE*)
- _____ % EQ/JPMorgan Value Opportunities (72*)
- _____ % EQ/Large Cap Core PLUS (85*)
- _____ % EQ/Large Cap Growth Index (82*)
- _____ % EQ/Large Cap Growth PLUS (77*)
- _____ % EQ/Large Cap Value PLUS (89*)
- _____ % EQ/Lord Abbett Growth and Income (02*)
- _____ % EQ/Marsico Focus (94*)
- _____ % EQ/Montag & Caldwell Growth (34*)
- _____ % EQ/Mutual Shares (6F*)
- _____ % EQ/Oppenheimer Main Street Opportunity (6R*)
- _____ % EQ/T. Rowe Price Growth Stock (32*)
- _____ % EQ/Van Kampen Comstock (07*)
- _____ % Multimanager Large Cap Value (58*)

Mid Cap Stocks

- _____ % EQ/Lord Abbett Mid Cap Value (06*)
- _____ % EQ/Mid Cap Index (55*)
- _____ % EQ/Mid Cap Value PLUS (79*)
- _____ % EQ/Van Kampen Mid Cap Growth (08*)
- _____ % Multimanager Mid Cap Growth (59*)
- _____ % Multimanager Mid Cap Value (61*)

Small Cap Stocks

- _____ % EQ/AllianceBernstein Small Cap Growth (TP*)
- _____ % EQ/Franklin Small Cap Value (6E*)
- _____ % EQ/GAMCO Small Company Value (37*)
- _____ % EQ/Oppenheimer Main Street Small Cap (6B*)
- _____ % EQ/Small Company Index (97*)
- _____ % Multimanager Small Cap Growth (36*)
- _____ % Multimanager Small Cap Value (91*)

International Stocks/Global

- _____ % EQ/AllianceBernstein International (TN*)
- _____ % EQ/BlackRock International Value (73*)
- _____ % EQ/International Core PLUS (88*)
- _____ % EQ/Oppenheimer Global (6A*)
- _____ % EQ/Templeton Growth (6D*)
- _____ % EQ/Van Kampen Emerging Markets Equity (78*)
- _____ % Multimanager International Equity (65*)

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/Core Bond Index (96*)
- _____ % EQ/Evergreen International Bond (47*)
- _____ % EQ/Intermediate Government Bond Index (TI*)
- _____ % EQ/Long Term Bond (27*)
- _____ % EQ/PIMCO Real Return (28*)
- _____ % EQ/Quality Bond PLUS (TQ*)
- _____ % Multimanager Core Bond (69*)

High Yield Bonds (Not available under Max Flex option)

- _____ % EQ/Caywood-Scholl High Yield Bond (24*)
- _____ % 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.

9. Special instructions

Use this section to enter the participant's mailing address if it differs from the primary residential address. Also, for any additional details regarding beneficiary, replacement, or transfer information.

For Participants whose Mailing Address differs from their Primary Residential Address in #3.

Participant's Mailing Address:

Mailing Address — P.O. Box Accepted

City State Zip Code

10. Other Required Information (Mandatory)

Questions in A, B, C and D must be answered.

A. Replacement Information: (Must respond to 1 and 2)

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

B. Residence State:

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

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

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

C. 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:

D. 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:

11. Agreement

All information and statements on this Enrollment Form are true and complete to the best of my knowledge and belief. I understand that no financial professional has the authority to make or modify any certificate on AXA Equitable's behalf, or to waive or alter any of AXA Equitable's rights and regulations. I understand that the annuity account value attributable to allocations to the variable investment options of the separate account or variable annuity benefit payments may increase or decrease and are not guaranteed as to dollar amount. • I acknowledge receipt of the most current EQUI-VEST Strategies prospectus. After reviewing my financial information and goals with my agent, I believe this contract will meet my insurable needs and financial objectives.

9

Consent for Delivery of Initial Prospectus on CD-ROM:

Yes. By checking this box and signing the Enrollment Form below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, 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.

By signing this Enrollment Form the Participant acknowledges that he or she is buying the certificate/contract for its feature and benefits other than tax deferral, as the tax-deferral feature of the certificate/contract does not provide additional benefits.

X

Proposed Participant's Signature _____

Date (mm/dd/yy) _____

City _____

State _____

X02246_core
2

SERFF Tracking Number: ELAS-125933118 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41092
Company Tracking Number: 2008TSAGAC901
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: EQUI-VEST TSA - SERIES 901
Project Name/Number: EQUI-VEST TSA - SERIES 901 / 2008TSAGAC901

Supporting Document Schedules

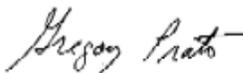
Review Status:
Satisfied -Name: Certification/Notice 12/18/2008
Comments:
Attachment:
ArkansasComplianceCrt Regulation 19s 10B.pdf

Review Status:
Satisfied -Name: Explanation of Variable Material 12/12/2008
Comments:
Attachments:
VTM for 2008GWBL-901-TSA.pdf
VTM-ENROLLMENT FORM NO GWBL.pdf
VTM-GWBL ENROLLMENT FORM.pdf
MVT - 12-12-08.pdf

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

RE: Form Nos. 2008TSAGAC901, 2008TSA901-A, 2008DPTSA901,
2008SDCA-EV-901, 2008GWBL-901-TSA, No. 2008/403(b),
Form #2008TSA STRAT and Form #2008TSA START (GWBL)

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

BY: 
Signature

Gregory Prato
Name

Assistant Vice President
Title

12/18/2008
Date

AXA EQUITABLE LIFE INSURANCE COMPANY

Memorandum of Variable Material November 21, 2008

2008GWBL-901-TSA – Fixed and Variable Annuity Rider

- A. Page 1, Introductory Paragraph, “TSA” may be substituted with an alternate market segment such as “401(a).”
1. Page 2, “GWBL Income Base” 2nd and 3rd paragraphs and Page 3, “Excess Withdrawal” 3rd paragraph, Page 6, “Loans,” 2nd paragraph, Page 8 “Cost of This Rider”: The 5% and 2.5% rollup rates may vary within the range of 1% to 10%. The current rates are shown on the form as filed. Any change will be on a new business basis only.
 2. Page 1, “Joint Life Certificate,” Page 3 “GAWA,” Page 3, “Excess Withdrawal,” 1st paragraph, Page, 5, “Withdrawals under Automatic Payment Plans,” 1st paragraph: Age 55 may range from age 45 to age 70. Any change will be on a new business basis only.
 3. Page 4, “Free Withdrawal Amount:” The free corridor amount is shown. It may range from 0 to 30% and change will be on a new business basis only.
 4. Page 5, “Part III Withdrawals under Automatic Payment Plans” 1st paragraph: 28 Days may range from 15 to 90 days. Any change will be on a new business basis only.
 5. Page 5, “Part III Withdrawals under Automatic Payment Plans” 2nd paragraph: The frequencies of payments may change to include bi-weekly or a frequency may no longer be offered.
 7. Page 8 “The Cost of this Rider:” The current charge is shown in the Rider. It may vary on a new business basis. The range for this percentage is 0.15% to 1.50%. Age bands may be re-determined on a new business basis only plus or minus 10 years per age brand.
 8. Page 9, “Maturity Date-Effect on GWBL:” Age 95 may be revised to comply with regulatory changes pertaining to Maturity age requirements. It may range up to 120.
 9. Page 10 “Data Page” GWBL Variable Investment Options: As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable under this Rider will be listed in the Rider’s Data Page. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable’s Separate Account A. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.
 10. Page 10, Data Page, “Allocation Limits:” The time period and amounts shown in the “Allocation Limits” section of the GWBL Data Page may vary as follows and may be changed on a new business basis only:

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

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

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

AXA EQUITABLE LIFE INSURANCE COMPANY
December 8, 2008
Memorandum of Variable Material
For 403(b) TSA Enrollment Form #2008 TSA STRAT

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

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

AXA EQUITABLE LIFE INSURANCE COMPANY
December 8, 2008
Memorandum of Variable Material
For 403(b) TSA Enrollment Form #2008 TSA STRAT

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

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

AXA EQUITABLE LIFE INSURANCE COMPANY
Memorandum of Variable Material
For Group Contract No.2008TSAGAC901; Group Certificate No. 2008TSA901-[A or B],
Group Data Pages 2008DPTSA901 and Group Employer Application No. 2008/403(b)

The following comments describe the nature and scope of the illustrative and variable material in the Contract, Certificate, Data pages, and Employer Application and are numbered to correspond to the numbers that have been placed adjacent to the bracketed areas on the forms indicating that they may change.

Group Contract Form No. 2008TSAGAC901 and Group Certificate No. 2008TSA901-[A or B]

1. These are illustrative numbers, dates and names that are subject to change. The address for our Processing Office may change in the near future.
2. The address of the Home Office may change in the future, so may the names and titles of the officers of the Company may change.
3. We reserve the right to change or add Separate Accounts in the future.
4. We reserve the right to change the minimum amount for contributions, transfers, withdrawals, loans and the minimum Annuity Account Value needed to maintain the contract. The range for a contribution is \$20-\$1,000; the range for a transfer after the initial allocation is \$20-\$1,000; the range for a minimum withdrawal is \$20-\$1,000; the range for the minimum Annuity Account Value to be maintained after no contributions have been made during the last three completed participation Years or after a withdrawal is made is \$100-\$1,000; and the range for a minimum loan amount is \$500-\$5,000. The number of loans that can be outstanding at any one time is between 1 and 2.
5. The percentage in subsection (a) will range between 1% - 50%.
6. The number of free transfers between Investment Options before a charge is imposed will range between 10 and 25. Currently there is no charge for transfers between the Investment Options. If a charge is imposed it will range between \$5-\$25. This charge will appear in the Application for the Contract and in the Date Pages for the Certificate.
7. We reserve the right to change the Enhanced Death Benefit reset period, the maximum maturity age and the charge for the Enhanced Death Benefit. The range for the reset period is 1-10 years; the range of the maximum maturity age is 85-95 and the range for the charge is .10% - .50%.
8. The interest rate for any overpayment or underpayment if applicable will range between 1-10%.
9. The payments to a minor may change and will range from \$100 - \$300. The amount applied to an annuity may change and will range from \$1,000 - \$3,000. The initial payment of \$20 may change and will range from \$10 - \$100.
10. The Table of Guaranteed Annuity Payments may change pursuant to our right contained in Section 7.08.

Group Data Pages 2008DPTSA901

1. **Data Page 1:** These are illustrative numbers, dates and names that reflect the facts in a given case.
2. **Data Page 1, “Investment Option Endorsements”:** The Investment Options Endorsements will be listed on the Data Pages. The Data Pages will show the Endorsement Applicable to the Guaranteed Interest Special Dollar Cost Averaging, which provides the Special Dollar Cost Averaging program using our general account.
3. **Data Page 1, “Rider Attached”:** The Guaranteed Withdrawal Benefit for Life Rider” will only appear if the Employer has elected the Rider for its Plan.
4. **Data Page 1: “Maximum Maturity Age”:** The maximum maturity age may change if changes in regulations permit a higher age.
5. **Data Page 2, “Special Dollar Cost Averaging Rate”:** The guaranteed interest rate under a Special Dollar Cost Averaging Program will depend on the program duration elected by the Participant. The duration periods currently are 3, 6 and 12 months. 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, “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

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 2-3, “Variable Investment Options”:** The Investment Options then available from us will be listed here. The Investment Options, which apply, are Investment Options of our Separate Account A. If we at any time add, remove or limit the Options, of the Certificate, the list of Options to be included in the Data Pages will be changed accordingly.
8. **Data Page 3, “Guaranteed Interest Option”:** We reserve the right to limit the amount that may be allocated to the Guaranteed Interest Option to no more than 50% of each Contribution. The percentage limit may range from 10% to 75% and the initial Contribution amount may range from \$20.00 to \$100.
9. **Data Page 3, “Transfer Rules” (see Section 4.01):** 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.
10. **Data Page 4, Maximum Transfer Percentage (see Section 4.02):** The current percentage limit that currently applies to the transfer rules with respect to transfers from the Guaranteed Interest Option is 25% of the amount in the account on the last day of the prior Participation Year is generally the maximum transfer amount. The percentage amount may range from 10% to 100%.

We may in the future prohibit transfers into the Guaranteed Interest Option if the requested transfer would result in more than 50% of the Annuity Account Value being allocated to the Guaranteed Interest Option. The percentage amount may range between 10% to 75%.

11. **Data Page 4, “Minimum Transfer Amount” (see Section 4.01):** The minimum transfer amount may range between \$100 to \$1,000.
12. **Data Page 4, “ Minimum Withdrawal Amount” (see Section 5.02):** The minimum withdrawal amount may range between \$100 to \$1,000.
13. **Data Page 4, “Minimum Amount of Annuity Account Value” (see Section 5.02)** The minimum amount to be maintained after a withdrawal will range from \$10 to \$1,000.
14. **Data Page 5, “Enhanced Death Benefit”(see Section 5.04):** The text will appear if the Participant has elected the Optional Enhanced Death Benefit.
15. **Data Page 5, “Normal Form of Annuity (see Section 7.03):** The normal form of annuity is shown on the Data Pages, however, other forms of annuity are also available. If annuity forms are added in the future, annuity forms shown in the Data Pages will be changed accordingly.
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 (see Section 7.10):** The bracketed material reflects our 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 of the same market. The interest rate that will be applied in adjusting for misstatement of age or sex will range between 1% to 10% and the minimum amount that may be applied to an annuity will range between \$1,000 to \$5,000.
17. **Data Page 5, “Participant Accounts” (see Section 8.01):** Only one of the statements listed will appear on the Data Page and it will depend upon whether or not the Employer has elected to have or not have Participant consent with regard to the movement of all Plan assets to another funding vehicle with another provider under the Plan.
18. **Data Page 6, “Withdrawal Charges” (see Section 9.01)** The Employer may elect a withdrawal charge schedule based on a Participation Year basis which can be either (a), (b), (c), (d), (e), (f), (g) or (h) none.

(a)	<u>Participation Year</u>	<u>Percentage</u>
	1	6%
	2	6%
	3	6%
	4	6%
	5	6%
	6	5%
	7	4%
	8	3%
	9	2%
	10	1%
	Thereafter	0%

(b)	<u>Participation Year</u>	<u>Percentage</u>
	1	6%
	2	6%
	3	5%
	4	4%
	5	3%
	6	2%
	7	1%
	Thereafter	0%

(c)	<u>Participation Year</u>	<u>Percentage</u>
	1	5%
	2	5%
	3	5%
	4	5%
	5	5%
	Thereafter	0%

(d) 5% of the amount withdrawn attributable to Contributions made during the current and five prior Participation Years. This schedule is contribution based.

(e) 5% of the amount withdrawn attributable to Contributions made during the current and five prior Participation Years and ends at the beginning of the 13th Participation Year.

The Employer may elect a Withdrawal Charge Schedule on a Plan basis that will be based on the Contract Date (the date that the Contract is issued to the Employer) and can elect either (a), (b) or (c) None:

(f)	<u>Contract Year</u>	<u>Percentage</u>
	1	5%
	2	5%
	3	5%
	4	5%
	5	5%
	Thereafter	0%

(g)	<u>Contract Year</u>	<u>Percentage</u>
	1	6%
	2	6%
	3	6%
	Thereafter	0%

(h) None

If the Employer elects a Plan Level Withdrawal Charge Schedule, the Participant can withdraw all of their funds without a withdrawal charge, unless the funds are being transferred to another funding vehicle with another provider or there is a Plan Termination.

19. **Data Page 6, "Free Withdrawal Amount" (see Section 9.01):**

Will be available if the Employer has elected a Participation Year Level Withdrawal Charge Schedule and it will range from 10%-30%. If the Employer elects a Plan Level Withdrawal Charge Schedule then the Free Withdrawal Amount will not be available.

20. Data Page 6, “Withdrawal Charge Waivers” (see Section 9.01):

We reserve the right to change the withdrawal charge waivers in the future.

21. Data Page 7, “Annual Administrative Charge” (see Section 9.04):

The Employer will elect one of the following choices as the administrative charge in accordance with the terms of its Plan:

The administrative charge may be (a), (b), (c), (d) or (e) none:

- (a) The lesser of \$30, up to a maximum of \$65, or 2% of the Annuity Account Value plus any prior withdrawals made during the current Participation Year and waived at an Annuity Account Value of \$25,000 or more; or
- (b) The lesser of \$30, up to maximum of \$65, or 2% of the Annuity Account Value plus any prior withdrawals made during the current Participation Year and waived at an Annuity Account Value of \$15,000 or more; or
- (c) The lesser of \$15, up to a maximum of \$65, or 2% of the Annuity Account Value plus any prior withdrawals made during the current Participation Year and waived at an Annuity Account Value of \$25,000 or more; or
- (d) The lesser of \$15, up to a maximum of \$65, or 2% of the Annuity Account Value plus any prior withdrawals made during the current Participation Year and waived at an Annuity Account Value of \$15,000 or more; or
- (e) None

22. Data Page 7, “Transfer Charges” (see Section 9.05):

The number of transfers, before a charge is impose may range from 1 50 transfers per Participation Year. The charge may range from \$10-\$50 or 1% to 5%.

23. Data Page 8, “Daily Separate Account Charge (see Section 9.06):

The charge will range from 0% to 2.00%.

24. Data Page 8, “Enhanced death Benefit Charge” (see section 9.04):

This charge will range from 10% to .25%

Group Employer Application Form No. 2008/403(b)

1. We may add or delete Programs
2. We may change how the annual administrative charge is to be paid. The number of participants required in order to have the Plan pay the annual administrative charge may change. The number will range from 5-25.
3. We may change or add options available for catch-up contributions.
4. We may add additional events that will be permitted by the Plan. We may change or add vendors if contract exchanges are permitted.
5. We add or change the methods of payment permitted under the Plan.

6. We may revise the Sources of Contributions in the future based on changes in the Code or any regulations.
7. We may revise the Vesting Schedules and Periods in the future.
8. The frequency of Plan Contributions may change to weekly, monthly, quarterly or annually.
9. The frequency of the deduction of the administrator's fee may change to bi-weekly, semi-annually or weekly.
10. We may add additional transactions that the Participant may execute without Employer approval.
11. This statement will not appear if the Employer elects a Withdrawal Charge schedule on a Plan Level or the Employer elects that a Withdrawal Charge will not apply to any transaction which involves a withdrawal of funds.
12. The frequency of Contribution statements may change and we may offer these statements on a weekly or annual basis.
13. Type of Employer Organizations may be deleted or added
14. We reserve the right to limit the amount that may be allocated to the Guaranteed Interest Option to no more than 50% of each Contribution. The percentage limit may range from 10% to 75%.
15. The percentage that may be transferred from the Guaranteed Interest Option may change and will range from 10% to 50%.
16. We reserve the right to limit the amount that may be transferred to the Guaranteed Interest Option if it would result in more than 50% of the Annuity Account Value to be in the Guaranteed Interest Option. The percentage limit may range from 10% to 75%.
17. The Free Withdrawal Amount may change and will range between 10-30%.
18. We may offer additional withdrawal charge schedules based on different years at different percentages on a Participation Year and Plan Level basis.
19. We may add additional waivers.
20. We may change the administrative charge schedule and waive the charge at \$10,000 through \$50,000.
21. This statement will only appear if Participant consent is required.
22. The Investment Options then available from us will be listed here. The Investment Options, which apply, are Investment Options of our Separate Account A. If we at any time add, remove or limit the Options, of the Certificate, the list of Options to be included in the Data Pages will be changed accordingly.

Endorsement 2008SDCA-EV-901

1. We may want to change the periods available for a Special Dollar Cost Averaging program. The periods may range from one to twenty-four months.

2. We reserve the right to change the minimum initial amount that may be allocated to a Special Dollar Cost Averaging Program. The minimum amount will range between \$1,000 and \$5,000.
3. We reserve the right to change the minimum subsequent Contribution amount that can be made to an existing Special Dollar Cost Averaging Program. The minimum amount will range between \$100 and \$500.

SERFF Tracking Number: ELAS-125933118 State: Arkansas
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41092
 Company Tracking Number: 2008TSAGAC901
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: EQUI-VEST TSA - SERIES 901
 Project Name/Number: EQUI-VEST TSA - SERIES 901 / 2008TSAGAC901

Superseded Attachments

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

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Application for EQUI-VEST STRATEGIES Group Flexible Premium Combination Fixed and Variable Deferred Annuity Contract	12/09/2008	2008_403(b) Application.pdf
No original date	Supporting Document	Explanation of Variable Material	12/09/2008	VTM for 2008GWBL-901-TSA.pdf VTM-ENROLLMENT FORM NO GWBL.pdf VTM-GWBL ENROLLMENT FORM.pdf VTM-TSA SERIES 901 CONTRACT, CERTIFICATE AND DATA PAGES.pdf

AXA EQUITABLE LIFE INSURANCE COMPANY

APPLICATION FOR EQUI-VEST STRATEGIES GROUP FLEXIBLE PREMIUM COMBINATION FIXED AND VARIABLE DEFERRED ANNUITY CONTRACT

(Consisting of Parts A and B)

Part A

Section I - Application and Agreement for Participation in EQUI-VEST® Strategies Contract

Type of EQUI-VEST Contract	<input checked="" type="checkbox"/> TSA 403(b) Public School <input type="checkbox"/> TSA 501(c)(3) <input type="checkbox"/> TSA Higher Education (Colleges and Universities) Is the Plan subject to ERISA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ① <i>(Note: A governmental entity including a Public School is not subject to ERISA)</i>
Employer and Plan Information	Employer's Name: _____ Employer's Address: _____ Number and Street _____ Attention _____ City State Zip Code _____ Employer's Tax Payer Identification Number: _____ Plan Name: _____ Plan Contact Person Name: _____ Telephone Number: _____ extension _____
Key Financial Professional's Code Number	Code Number: _____ CV #: _____ <i>(For Internal Use Only)</i>
Plan Effective Date	<i>Indicate the date the Plan went into effect.</i> Year _____ Month _____ Day _____

Administrative Charge Payment	<p>Annual Administrative Charge for each Certificate on the last day of each Participation Year is to be:</p> <p><input checked="" type="checkbox"/> Deducted from each Participant's Account Value (2)</p> <p><input type="checkbox"/> Paid by the Employer</p> <p><i>Note: Plans that elect to pay the annual administrative charge must have a minimum of 5 Participants at the time the Unit is established.</i></p>
Loan Information	<p>Does the Plan permit Participants to take Loans? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Hardship Withdrawal Information	<p>Does the Plan permit Participants to take Hardship Withdrawals? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Catch-Up Contributions	<p>Does the Plan permit Catch-Up Contributions? (select one box only)</p> <p><input checked="" type="checkbox"/> Age 50 (3)</p> <p><input type="checkbox"/> 15 Years of Service</p> <p><input type="checkbox"/> Both Age 50 and 15 Years of Service</p> <p><input type="checkbox"/> None</p>
Direct Rollovers, Transfers and Exchanges	<p>Does the Plan permit:</p> <p><input checked="" type="checkbox"/> Direct Rollover Contributions <input type="checkbox"/> Yes <input type="checkbox"/> No (4)</p> <p><input type="checkbox"/> Plan-to-Plan Direct Transfer Contributions <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Direct Transfer Contributions that are Contract Exchanges under the same Plan <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Contract Exchanges are permitted, indicate the vendors with whom they can be made:</p> <p><input type="checkbox"/> All vendors named in the Plan for Contributions, Transfers and Exchanges</p> <p><input type="checkbox"/> Only those vendors named in the Plan for Transfers and Exchanges</p> <p><input type="checkbox"/> Other (specify): _____</p> <p><i>Indicate on the 403(b) Plan Approved Provider List on page 11, all vendors that are approved 403(b) Contract providers under the Plan for accepting Transfers and Exchanges.</i></p>
Payouts Permitted Under the Plan	<p>Indicate all methods of payout that are permitted under the Plan (Not to exceed single or joint life expectancy):</p> <p><input checked="" type="checkbox"/> All payout methods available under the Plan's funding vehicles (5)</p> <p><input type="checkbox"/> Single Sum</p> <p><input type="checkbox"/> Periodic Payment</p> <p><input type="checkbox"/> Annuity Payments</p> <p><input type="checkbox"/> Other (specify): _____</p>
Existing Plan Assets	<p>Upon takeover, are existing Plan assets being transferred to an unallocated account maintained by the Contract until such Plan assets can be allocated to the Certificates of the Participants? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Sources of Contribution

Indicate which sources (Contribution types) can be made under this Plan. *A maximum of 8 sources will be available for each Plan.*

For Internal Use Only

- i. Employee Salary Reduction Contributions (Elective Deferral Contributions):**
Contributions under a salary reduction agreement that an employee enters into with the Employer under the Plan. (For periodic Contributions and/or transfers of the same type from other funding vehicles maintained by the Plan.)
 - a. Pre-Tax Contributions **O**
 - b. Designated Roth Contributions **H**

- ii. Employer Qualified Non-Elective and Qualified Matching Contributions:** **V**
Contributions made by the Employer to meet the requirements of the nondiscrimination tests set forth in the Code. *(Only applicable for ERISA Plans)*

- iii. Employee Non-Roth After Tax Contributions:** **I**
Amounts reported by the Employer as having Non-Roth post-tax consequences under section 415 of the Code. (Includes loan repayment post-default – see Loan Information) (6)

- iv. Employer Matching Contributions:** **J**
Employer Contributions matching Employee Contributions under the terms of the Plan. (For periodic contributions and/or transfers from other funding vehicles maintained by the Plan.)

- v. Employer Non-Matching Discretionary Contributions:** **L**

- vi. Rollover Contributions:** **8**
Contributions of eligible rollover distributions directly or indirectly from eligible retirement Plans under the Code.

- vii. Designated Roth Rollover Contributions:** **[TBD]**
Contributions of eligible Roth rollover distributions directly or indirectly from eligible retirement Plans under the Code.

- viii. 403(b)(7) Employee Salary Deferrals – Pre Tax:** **G**
(Direct Transfer of amounts that were custodial accounts maintained for the Participants by the Plan).

- ix. 403(b)(7) Employer Contributions:** **4**
(Direct Transfer of amounts that were custodial accounts maintained for the Participants by the Plan).

Vesting Schedule

Does your Plan document specify a vesting schedule for Employer Contributions? Yes No

If yes, please indicate the vesting schedule for your Plan: (7)

Period of Vesting Service	<input type="checkbox"/> Schedule A	<input type="checkbox"/> Schedule B	<input type="checkbox"/> Schedule C	<input type="checkbox"/> Schedule D	<input type="checkbox"/> Schedule E	<input type="checkbox"/> Schedule F	<input type="checkbox"/> Schedule G TBD by Client
<input checked="" type="checkbox"/> < 1 Year	0%	0%	0%	0%	0%	0%	
<input type="checkbox"/> 1 - 2 Years	100%	0%	0%	0%	0%	0%	
<input type="checkbox"/> 2 - 3 Years	100%	100%	0%	0%	0%	20%	
<input type="checkbox"/> 3 - 4 Years	100%	100%	100%	0%	0%	40%	
<input type="checkbox"/> 4 - 5 Years	100%	100%	100%	100%	0%	60%	
<input type="checkbox"/> 5 - 6 Years	100%	100%	100%	100%	100%	80%	
<input type="checkbox"/> 6 Years or >	100%	100%	100%	100%	100%	100%	

Frequency of Plan Contributions	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Bi-Weekly (8)										
Designated Plan Administrator (If other than the Employer)	Name of Plan Administrator _____ Telephone Number _____ Address _____ City _____ State _____ Zip Code _____ Contact Person Name, Title _____ Email Address _____ Fax Number _____										
Designated Plan Administrator Fee	If a Designated Plan Administrator is indicated, the Plan Administrator's fee is to be deducted from each Participant's Account Value: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate amount for each Participant: \$ _____ Frequency: <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly (9)										
Transaction Authorization	Please indicate whether or not Participants are authorized to execute the following transactions without the Employer's approval: <table style="width: 100%; border: none;"> <tr> <td style="border: none;"><input checked="" type="checkbox"/> Investment Option Transfers</td> <td style="border: none;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Allocation Changes</td> <td style="border: none;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Withdrawals (Hardship, Third Party Transfers)</td> <td style="border: none;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Loans</td> <td style="border: none;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Surrenders (Full termination)</td> <td style="border: none;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table> (10)	<input checked="" type="checkbox"/> Investment Option Transfers	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Allocation Changes	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Withdrawals (Hardship, Third Party Transfers)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Loans	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Surrenders (Full termination)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Investment Option Transfers	<input type="checkbox"/> Yes <input type="checkbox"/> No										
<input type="checkbox"/> Allocation Changes	<input type="checkbox"/> Yes <input type="checkbox"/> No										
<input type="checkbox"/> Withdrawals (Hardship, Third Party Transfers)	<input type="checkbox"/> Yes <input type="checkbox"/> No										
<input type="checkbox"/> Loans	<input type="checkbox"/> Yes <input type="checkbox"/> No										
<input type="checkbox"/> Surrenders (Full termination)	<input type="checkbox"/> Yes <input type="checkbox"/> No										
Authorization Information	If Employer's approval is required for any of the items above, please provide us with the following: The individual(s) authorized to approve transaction(s) (i.e. loans, withdrawals etc.) is (are): Name: _____ Signature: _____ Telephone Number: _____ Effective Date: _____										
Guaranteed Withdrawal Benefit for Life	Will the Guaranteed Withdrawal Benefit for Life feature be available for Participants? <input type="checkbox"/> Yes <input type="checkbox"/> No										
Investment Options	Please select the investment option method that will be available to Plan Participants (select only one): (a) <input type="checkbox"/> Make their own investment choices (<i>Either Maximum Transfer Flexibility, or Maximum Investment Option Choice</i>) (b) <input type="checkbox"/> Have Maximum Transfer Flexibility (c) <input type="checkbox"/> Have Maximum Investment Option Choice										

Section II – Plan Location and Contribution Reminder Statement Information

Note: This Section must be completed if the Plan wants to receive Contribution Reminder Statements. If the Plan has more than one location that wants to receive a Contribution Reminder Statement, a fully completed Section II is required for each location designated. A copy of Section II may be reproduced locally.

<p>Plan Location Information</p>	<p>Does the location request Contribution Statements? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the Location Name the same as the Employer Name? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the Location Address the same as the Employer Address? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If either the Location Name or Address is different from the Employer Name or Address please complete the following:</p> <p>Location Name: _____</p> <p>Attention of: _____</p> <p>Location Address: _____</p> <p style="margin-left: 100px;">Number and Street</p> <p style="margin-left: 100px;">_____</p> <p style="margin-left: 100px;">City State Zip Code</p>
<p>Contribution Statements</p>	<p>Information for the Contribution Statements:</p> <p>a. Contribution Due Date (choose the 1st through 28th of the month) Month _____ Day _____</p> <p>b. Please indicate the frequency in which Contribution Statements are to be forwarded to you. (12)</p> <p><input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Bi-Weekly</p> <p><i>Please note: The contribution frequency does not have to be the same for all locations.</i></p> <p>c. Indicate how you wish to have the Contribution Statement produced:</p> <p><input type="checkbox"/> Alphabetical order</p> <p><input type="checkbox"/> Certificate Number order</p> <p><input type="checkbox"/> Social Security Number order</p> <p>d. Do you want the contribution amount(s) to be printed on the Contribution Statements?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Location Contact Information</p>	<p>Location Contact Person: _____</p> <p>Location Contact Person's Telephone Number _____ extension _____</p>
<p>Mailing Information</p>	<p>Confirmation Notices and Statements of Account will be mailed to the Participants.</p>

FOR PROCESSING USE ONLY:

PLAN ID: _____ LOCATION _____

Section III – Trust Participation and Contract Holder Information

<p>Trust Participation and Contract Holder Information (Generally for ERISA Plans)</p>	<p>The Employer and Plan Trustee hereby adopt and agree to participate in the Group Variable Deferred Flexible Premium Annuity Trust of AXA Equitable Life Insurance Company (“Trust”) its successors and assignees.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Note: If yes, the “Trust” will be the Contract Holder.)</i></p> <p>If the response above is no, specify the name of Contract Holder to be designated under the Contract: (check the appropriate box)</p> <p>(i) <input type="checkbox"/> The Employer identified on page 1</p> <p>(ii) <input type="checkbox"/> Other (Please Specify) _____</p> <p>Name of the Trust: _____</p> <p>Address of the Trust: _____</p> <p>Street and Number</p> <p>_____</p> <p>City State Zip</p>
--	--

Section IV – Basic Installation Information

13

**Administration
Information**

Type of Employer Organization:

- | | | |
|--|---|--|
| <input type="checkbox"/> Church Group | <input type="checkbox"/> Hospital | <input type="checkbox"/> Healthcare Organization |
| <input type="checkbox"/> City College / University | <input type="checkbox"/> Public School | <input type="checkbox"/> State College/ University |
| <input type="checkbox"/> Post-Secondary School | <input type="checkbox"/> IRC 501(c)(3) Organization | <input type="checkbox"/> Vocational School |
| <input type="checkbox"/> Governmental Entity | | |
| <input type="checkbox"/> Other: _____ | | |

Please Specify

Has the Employer's legal counsel and/or advisor determined that there are no local or state laws, rules and/or regulations which prohibit the investment of Plan assets in the Contract and in the Investment Options indicated on **Attachment A** of this application?

- Yes No

Part B

Certain Contract Provisions

I. **Investment Options - (Contract Section 2.01)**

The Investment Options currently available under the Contract are listed in Attachment A. One of the following two methods for selecting your Investment Options is available under the Contract:

- 1) *Maximum Investment Options*: Participants may allocate Contributions or transfer funds to both Type A and Type B Investment Options. The Options currently available are listed in Attachment A (the *Investment Options Chart*). However, there will be restrictions on the amounts that can be transferred out of the Guaranteed Interest Option.
- 2) *Maximum transfer flexibility*: Participants may allocate Contributions to any available Investment Options under Type A. No restrictions will apply to amounts that can be transferred out of the Guaranteed Interest Option.

II. **Guaranteed Interest Option - (Contract Section 2.02)**

Minimum Guaranteed Interest Rate: Not less than 1% and not more than 3%.

III. **Minimum Aggregate Contributions (on an annual basis) - (Contract Section 3.01)**

\$0 - \$5 Million

Allocations - (Contract Section 3.02)

Restrictions on Allocations into the Guaranteed Interest Option:

- No more than 25% of any contribution may be allocated to the Guaranteed Interest Option.
- None

IV. **Transfer Rules - (Contract Section 4.02)**

The provisions of Section 4.02 of the Contract shall govern except that the maximum percentage of the amount in the Guaranteed Interest Option, which may be transferred, as described in Section 4.02 of the Contract, is the greater of 25% or the total amount transferred during the previous twelve months.

Restrictions on Transfers into the Guaranteed Interest Option:

- Transfers into the Guaranteed Interest Option will not be permitted if it would result in more than 25% of the Annuity Account Value to be in the Guaranteed Interest Option.
- None

V. **Withdrawal Charges - (Contract Section 9.01)**

For Plans subject to a Withdrawal Charge, each Participation Year, the Participant is permitted to withdraw up to 10% of the Annuity Account Value (plus any prior withdrawals and associated withdrawal charges in the current Participation Year, and less any amount in the Loan Reserve Account) without incurring a Withdrawal Charge.

The Withdrawal Charge will be assessed as a percentage of the amount withdrawn starting from the Participation Date of each Participant's Certificate as follows:

- 10 Years: 6%, 6%, 6%, 6%, 6%, 5%, 4%, 3%, 2%, 1%, or
- 7 Years: 6%, 6%, 5%, 4%, 3%, 2%, 1%, or
- 5 Years: 5%, 5%, 5%, 5%, 5%, or
- None, or

The Withdrawal Charge will be assessed as a percentage of each Contribution withdrawn attributable to Contributions made during the current and five prior Participation Years based on the following percentages:

- 5%, 5%, 5%, 5%, 5%, 5%, or
- 5%, 5%, 5%, 5%, 5%, 5% until the beginning of the 13th Participation Year, or

14

15

16

17

18

18

The Withdrawal Charge will be assessed as a percentage of the amount withdrawn from each Participant's Certificate starting from the Contract Date of the Group Contract as follows:

- **5 Years:** 5%, 5%, 5%, 5%, 5%
- **3 Years:** 6%, 6%, 6%

18

No withdrawal charge will apply when:

(Standard Waivers)

19

- 1) after 5 Participation Years, the Participant reaches age 55 and severs from employment, or
- 2) the later of the completion of at least five Participation Years and the Participant's attainment of 59 ½; or
- 3) a request is made for a refund of a Contribution in excess of the amount that may be contributed under Section 403(b) of the Code within one month of the date on which the Contribution is made; or
- 4) the Participant's attainment of age 55, the completion of at least five Participation Years and the receipt by AXA Equitable of a properly completed settlement election form providing for the application of the Annuity Account Value to purchase an eligible Annuity Certain; or
- 5) the Participant's completion of at least three Participation Years and the receipt by AXA Equitable of a properly completed settlement election form providing for the application of the Annuity Account Value to purchase a Period Certain Annuity, where the certain period of such annuity is least ten years; or
- 6) the receipt by AXA Equitable of a properly completed settlement election form providing for the application of the Annuity Account Value to purchase a life annuity distribution, pursuant to the terms of this Contract; or
- 7) the Participant dies and a death benefit is payable to the Beneficiary; or
- 8) the withdrawal is made to satisfy minimum distribution requirements under Code Section 401(a)(9); or
- 9) the Participant elects a withdrawal that qualifies as a hardship withdrawal under the Code; or
- 10) the Participant has qualified to receive Social Security disability benefits as certified by the Social Security Administration or the Participant is totally disabled. Total disability is the incapacity of the Participant, resulting from injury or disease, to engage in any occupation for remuneration or profit. Such total disability must be certified as having been continuous for a period of at least six months prior to notice of claim and the Participant must continue to be deemed totally disabled. Written notice of claim must be given to AXA Equitable during the lifetime of the Participant and during the period of total disability prior to each withdrawal. Along with the notice of claim, the Participant must submit acceptable proof of disability. Such proof of disability must be either (a) evidence of Social Security disability determination or (b) a statement from an independent U.S. licensed physician stating that the Participant meets the definition of total disability as stated above. Such certification must be resubmitted every 12 months. Failure to furnish proof of disability within the required time will not reduce any claim if it was not reasonably possible to give proof within such time. Provided such proof is furnished as soon as reasonably possible in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required; or
- 11) AXA Equitable receives proof satisfactory to us that the Participant's life expectancy is six months or less, and such proof must include, but is not limited to, certification by a licensed physician; or
- 12) the Participant has been confined to a nursing home for more than 90 days (or such other period, as required in your state) as verified by a licensed physician. A nursing home for this purpose means one that is (a) approved by Medicare as a provider of skilled nursing care service, or (b) 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 of 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 licensed 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].

The withdrawal charge will apply if the condition as described in items 10 through 12 existed at the time the [Participant's Certificate is issued][Contract is issued] or if the condition began within the 12 month period following the issuance of the [Participant's Certificate][Contract].

(Benefit Sensitive Waiver)

13) the Participant severs from employment.]

VI. Third Party Transfer (Contract Section 9.02)

Currently \$25. AXA Equitable reserves the right to charge a maximum of \$65 for each occurrence of a withdrawal for any reason, to cover administrative processing costs.

VII. Annual Administrative Charge - (Contract Section 9.04)

20

If applicable, the annual administrative charge will be deducted from each certificate on the last day of each Participation Year as follows:

- [The lesser of 2% of the annuity account value plus any prior withdrawals made during the Participation Year or \$30; waived at an annuity account value of \$15,000 or more, or
- The lesser of 2% of the annuity account value plus any prior withdrawals made during the Participation Year or \$30; waived at an annuity account value of \$25,000 or more, or
- The lesser of 2% of the annuity account value plus any prior withdrawals made during the Participation Year or \$15; waived at an annuity account value of \$15,000, or more, or
- The lesser of 2% of the annuity account value plus any prior withdrawals made during the Participation Year or \$15; waived at an annuity account value of \$25,000, or more, or
- None]

VIII. Variable Separate Account Charge - (Contract Section 9.06)

0.00% - 2.00%

21

IX. [Participant Accounts (Contract Section 8.01) and Termination of the Contract - (Contract Section 11.08)

Participant consent is required for the Employer to make withdrawals from or terminate a Participant's account under the Contract. It is the Employer's responsibility to obtain Participant consent.]

**Acknowledgements
and Agreement**

When you sign this Application, you are agreeing to the elections that you have made in this Application and acknowledge that you understand the terms and conditions set forth in this Application.

By signature(s) below of duly authorized person(s), the Employer and or the Trustee(s) if applicable, hereby:

1. acknowledge having received and read the most current EQUI-VEST Strategies Prospectus and the Prospectus Supplement(s) for participation under the Contract.
2. acknowledge, understand and agree to: the elections made in this application, the various levels of fees, charges, and funding arrangements under the Contract.
3. acknowledge and represent that the Plan meets the requirements of Section 403(b) of the Internal Revenue Code and is sponsored by an eligible Employer, and further acknowledge if the answer to the question (page 1) in Part A, states so, that the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA);
4. apply for participation in the Contract as funding vehicle for the Plan;
5. agree to be bound by the terms and conditions of the Contract;
6. acknowledge and understand that no Financial Professional of AXA Advisors, LLC, or agent of AXA Network, LLC., has authority to make or modify any contract or agreement on AXA Equitable's behalf, or to waive or alter any of AXA Equitable's rights or requirements; and
7. acknowledge and agree that the provisions contained in this Application and the Contract issued upon acceptance of this Application by AXA Equitable supersede all prior agreements that may have previously been entered into between the Employer and AXA Equitable.
8. acknowledge, understand and agree that all forfeiture funds, if any, will be re-allocated among remaining Participants to offset future Employer contributions.
9. acknowledge, understand and agree that assets transferred from a prior funding vehicle are received by AXA Equitable, such assets will be deposited as one lump sum to an Unallocated Account in the Guaranteed Interest Option. Assets shall remain in this account until all forms are completed and until all information needed to complete the transfer is received by AXA Equitable. With respect to each Participant, AXA Equitable will allocate amount to each Participant's Certificate only after you provide instructions that are acceptable and necessary in order to complete the allocation process. Once all the necessary information is received and has been determined to be acceptable by AXA Equitable, AXA Equitable will allocate such amounts to each Participant's Certificate. You are solely responsible for effectuating the asset transfer in accordance with all applicable laws and regulations.
10. understand that by identifying the Designated Plan Administrator (page 4) and signing below, the Employer and or the Trustee(s) are authorizing AXA Equitable to provide information regarding the Plan and Plan Participants to them.
11. understand that the Annuity Account Value attributable to allocations to the Investment Options may increase or decrease and are not guaranteed as to dollar amount.
12. understand that the Guaranteed Withdrawal Benefit for Life (GWBL) feature may be of limited use if the Participant does not take withdrawals. In addition, unless the Participant elects the RMD Automatic Option and complies with the conditions set forth in the Contract, the GWBL feature when elected in conjunction with TSA Contracts may have limited usefulness because partial withdrawals made to satisfy minimum distribution rules might reduce the Income Base.

FOR CONTRACT HOLDER(S): (If the Contract Holder is the Employer or the Trust as defined in Section III, complete (a) below; If the Contract Holder is **other than** the Employer or the Trust, complete (a) **and** (b) below.)

(a) _____
Print Name of Authorized Individual/Employer City State

By _____
Signature and Title of Authorized Individual/Employer Date

(b) _____
Print Name of Authorized Individual/Trustee City State

By _____
Signature and Title of Authorized Individual/Employer Date

Accepted for AXA
Equitable

(To be completed
by the AXA
Equitable
Processing Office)

ACCEPTED FOR AXA EQUITABLE:

_____ By _____
Print Name of Authorized Signatory Signature of Authorized Signatory

Effective Date: _____

Group Annuity Contract No. _____

A copy of the Contract, the Application, including Parts A and B (including the Contract Charges), and Investment Options Chart, will be signed by AXA Equitable and returned to the Contract Holder after review. All returned documents will govern the operation of the Contract. Initial contributions will be accepted by AXA Equitable only after installation documents have been approved by AXA Equitable's Processing Office.

AXA EQUITABLE LIFE INSURANCE COMPANY

Memorandum of Variable Material November 21, 2008

2008GWBL-901-TSA – Fixed and Variable Annuity Rider

- A. Page 1, Introductory Paragraph, “TSA” may be substituted with an alternate market segment such as “401(a).”
1. Page 2, “GWBL Income Base” 2nd and 3rd paragraphs and Page 3, “Excess Withdrawal” 3rd paragraph, Page 6, “Loans,” 2nd paragraph, Page 8 “Cost of This Rider”: The 5% and 2.5% rollup rates may vary within the range of 1% to 10%. The current rates are shown on the form as filed. Any change will be on a new business basis only.
 2. Page 1, “Joint Life Certificate,” Page 3 “GAWA,” Page 3, “Excess Withdrawal,” 1st paragraph, Page, 5, “Withdrawals under Automatic Payment Plans,” 1st paragraph: Age 55 may range from age 45 to age 70. Any change will be on a new business basis only.
 3. Page 4, “Free Withdrawal Amount:” The free corridor amount is shown. It may range from 0 to 30% and change will be on a new business basis only.
 4. Page 5, “Part III Withdrawals under Automatic Payment Plans” 1st paragraph: 28 Days may range from 15 to 90 days. Any change will be on a new business basis only.
 5. Page 5, “Part III Withdrawals under Automatic Payment Plans” 2nd paragraph: The frequencies of payments may change to include bi-weekly or a frequency may no longer be offered.
 7. Page 8 “The Cost of this Rider:” The current charge is shown in the Rider. It may vary on a new business basis. The range for this percentage is 0.15% to 1.50%. Age bands may be re-determined on a new business basis only plus or minus 10 years per age brand.
 8. Page 9, “Maturity Date-Effect on GWBL:” Age 95 may be revised to comply with regulatory changes pertaining to Maturity age requirements. It may range up to 120.
 9. Page 10 “Data Page” GWBL Variable Investment Options: As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable under this Rider will be listed in the Rider’s Data Page. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable’s Separate Account A. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.
 10. Page 10, Data Page, “Allocation Limits:” The time period and amounts shown in the “Allocation Limits” section of the GWBL Data Page may vary as follows and may be changed on a new business basis only:

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

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

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

AXA EQUITABLE LIFE INSURANCE COMPANY
December 8, 2008
Memorandum of Variable Material
For 403(b) TSA Enrollment Form #2008 TSA STRAT

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

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

AXA EQUITABLE LIFE INSURANCE COMPANY
December 8, 2008
Memorandum of Variable Material
For 403(b) TSA Enrollment Form #2008 TSA STRAT

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

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

AXA EQUITABLE LIFE INSURANCE COMPANY
Memorandum of Variable Material
For Group Contract No.2008TSAGAC901; Group Certificate No. 2008TSA901-[A or B],
Group Data Pages 2008DPTSA901 and Group Employer Application No. 2008/403(b)

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The following comments describe the nature and scope of the illustrative and variable material in the Contract, Certificate, Data pages, and Employer Application and are numbered to correspond to the numbers that have been placed adjacent to the bracketed areas on the forms indicating that they may change.

Group Contract Form No. 2008TSAGAC901 and Group Certificate No. 2008TSA901-[A or B]

1. These are illustrative numbers, dates and names that are subject to change. The address for our Processing Office may change in the near future.
2. The address of the Home Office may change in the future, so may the names and titles of the officers of the Company may change.
3. We reserve the right to change or add Separate Accounts in the future.
4. We reserve the right to change the minimum amount for contributions, transfers, withdrawals, loans and the minimum Annuity Account Value needed to maintain the contract. The range for a contribution is \$20-\$1,000; the range for a transfer after the initial allocation is \$20-\$1,000; the range for a minimum withdrawal is \$20-\$1,000; the range for the minimum Annuity Account Value to be maintained after no contributions have been made during the last three completed participation Years or after a withdrawal is made is \$100-\$1,000; and the range for a minimum loan amount is \$500-\$5,000. The number of loans that can be outstanding at any one time is between 1 and 2.
5. The percentage in subsection (a) will range between 1% - 50%.
6. The number of free transfers between Investment Options before a charge is imposed will range between 10 and 25. Currently there is no charge for transfers between the Investment Options. If a charge is imposed it will range between \$5-\$25. This charge will appear in the Application for the Contract and in the Date Pages for the Certificate.
7. We reserve the right to change the Enhanced Death Benefit reset period, the maximum maturity age and the charge for the Enhanced Death Benefit. The range for the reset period is 1-10 years; the range of the maximum maturity age is 85-95 and the range for the charge is .10% - .50%.
8. The interest rate for any overpayment or underpayment if applicable will range between 1-10%.
9. The payments to a minor may change and will range from \$100 - \$300. The amount applied to an annuity may change and will range from \$1,000 - \$3,000. The initial payment of \$20 may change and will range from \$10 - \$100.
- 10 The Table of Guaranteed Annuity Payments may change pursuant to our right contained in Section 7.08.

Group Data Pages 2008DPTSA901

1. **Data Page 1**: These are illustrative numbers, dates and names that reflect the facts in a given case.
2. **Data Page 1, “Investment Option Endorsements”**: The Investment Options Endorsements will be listed on the Data Pages. The Data Pages will show the Endorsement Applicable to the Guaranteed Interest Special Dollar Cost Averaging, which provides the Special Dollar Cost Averaging program using our general account.
3. **Data Page 1, “Rider Attached”**: The Guaranteed Withdrawal Benefit for Life Rider” will only appear if the Employer has elected the Rider for its Plan.
4. **Data Page 1: “Maximum Maturity Age”**: The maximum maturity age may change if changes in regulations permit a higher age.
5. **Data Page 2, “Special Dollar Cost Averaging Rate”**: The guaranteed interest rate under a Special Dollar Cost Averaging Program will depend on the program duration elected by the Participant. The duration periods currently are 3, 6 and 12 months. 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, “Guaranteed Interest Option”**: Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

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 2-3, “Variable Investment Options”**: The Investment Options then available from us will be listed here. The Investment Options, which apply, are Investment Options of our Separate Account A. If we at any time add, remove or limit the Options, of the Certificate, the list of Options to be included in the Data Pages will be changed accordingly.
8. **Data Page 3, “Guaranteed Interest Option”**: We may limit the amount that may be allocated to the Guaranteed Interest Option to no more than 50% of each Contribution. The percentage limit may range from 10% to 75% and the initial Contribution amount may range from \$20.00 to \$100.
9. **Data Page 3, “Transfer Rules” (see Section 4.01)**: 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.
10. **Data Page 4, Maximum Transfer Percentage (see Section 4.02)**: The current percentage limit that currently applies to the transfer rules with respect to transfers from the Guaranteed Interest Option is 25% of the amount in the account on the last day of the prior Participation Year is generally the maximum transfer amount. The percentage amount may range from 10% to 100%.

We may in the future prohibit transfers into the Guaranteed Interest Option if the requested transfer would result in more than 50% of the Annuity Account Value being allocated to the Guaranteed Interest Option. The percentage amount may range between 10% to 75%.

11. **Data Page 4, “Minimum Transfer Amount” (see Section 4.01):** The minimum transfer amount may range between \$100 to \$1,000.
12. **Data Page 4, “Minimum Withdrawal Amount” (see Section 5.02):** The minimum withdrawal amount may range between \$100 to \$1,000.
13. **Data Page 4, “Minimum Amount of Annuity Account Value” (see Section 5.02)** The minimum amount to be maintained after a withdrawal will range from \$10 to \$1,000.
14. **Data Page 5, “Enhanced Death Benefit”(see Section 5.04):** The text will appear if the Participant has elected the Optional Enhanced Death Benefit.
15. **Data Page 5, “Normal Form of Annuity (see Section 7.03):** The normal form of annuity is shown on the Data Pages, however, other forms of annuity are also available. If annuity forms are added in the future, annuity forms shown in the Data Pages will be changed accordingly.
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 (see Section 7.10):** The bracketed material reflects our 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 of the same market. The interest rate that will be applied in adjusting for misstatement of age or sex will range between 1% to 10% and the minimum amount that may be applied to an annuity will range between \$1,000 to \$5,000.
17. **Data Page 5, “Participant Accounts” (see Section 8.01):** Only one of the statements listed will appear on the Data Page and it will depend upon whether or not the Employer has elected to have or not have Participant consent with regard to the movement of all Plan assets to another funding vehicle with another provider under the Plan.
18. **Data Page 6, “Withdrawal Charges” (see Section 9.01)** The Employer may elect a withdrawal charge schedule based on a Participation Year basis which can be either (a), (b), (c), (d), (e), (f), (g) or (h) none.

(a)	<u>Participation Year</u>	<u>Percentage</u>
	1	6%
	2	6%
	3	6%
	4	6%
	5	6%
	6	5%
	7	4%
	8	3%
	9	2%
	10	1%
	Thereafter	0%

(b)	<u>Participation Year</u>	<u>Percentage</u>
	1	6%
	2	6%
	3	5%
	4	4%
	5	3%
	6	2%
	7	1%
	Thereafter	0%

(c)	<u>Participation Year</u>	<u>Percentage</u>
	1	5%
	2	5%
	3	5%
	4	5%
	5	5%
	Thereafter	0%

(d) 5% of the amount withdrawn attributable to Contributions made during the current and five prior Participation Years. This schedule is contribution based.

(e) 5% of the amount withdrawn attributable to Contributions made during the current and five prior Participation Years and ends at the beginning of the 13th Participation Year.

The Employer may elect a Withdrawal Charge Schedule on a Plan basis that will be based on the Contract Date (the date that the Contract is issued to the Employer) and can elect either (a), (b) or (c) None:

(f)	<u>Contract Year</u>	<u>Percentage</u>
	1	5%
	2	5%
	3	5%
	4	5%
	5	5%
	Thereafter	0%

(g)	<u>Contract Year</u>	<u>Percentage</u>
	1	6%
	2	6%
	3	6%
	Thereafter	0%

(h) None

If the Employer elects a Plan Level Withdrawal Charge Schedule, the Participant can withdraw all of their funds without a withdrawal charge, unless the funds are being transferred to another funding vehicle with another provider or there is a Plan Termination.

19. Data Page 6, “Free Withdrawal Amount” (see Section 9.01):

Will be available if the Employer has elected a Participation Year Level Withdrawal Charge Schedule and it will range from 10%-30%. If the Employer elects a Plan Level Withdrawal Charge Schedule then the Free Withdrawal Amount will not be available.

20. **Data Page 6, “Withdrawal Charge Waivers” (see Section 9.01):**

We reserve the right to change the withdrawal charge waivers in the future.

21. **Data Page 7, “Annual Administrative Charge” (see Section 9.04):**

The Employer will elect one of the following choices as the administrative charge in accordance with the terms of its Plan:

The administrative charge may be (a), (b), (c), (d) or (e) none:

(a) The lesser of \$30, up to a maximum of \$65, or 2% of the Annuity Account Value plus any prior withdrawals made during the current Participation Year and waived at an Annuity Account Value of \$25,000 or more; or

(b) The lesser of \$30, up to maximum of \$65, or 2% of the Annuity Account Value plus any prior withdrawals made during the current Participation Year and waived at an Annuity Account Value of \$15,000 or more; or

(c) The lesser of \$15, up to a maximum of \$65, or 2% of the Annuity Account Value plus any prior withdrawals made during the current Participation Year and waived at an Annuity Account Value of \$25,000 or more; or

(d) The lesser of \$15, up to a maximum of \$65, or 2% of the Annuity Account Value plus any prior withdrawals made during the current Participation Year and waived at an Annuity Account Value of \$15,000 or more; or

(e) None

22. **Data Page 7, “Transfer Charges” (see Section 9.05):**

The number of transfers, before a charge is impose may range from 1 50 transfers per Participation Year. The charge may range from \$10-\$50 or 1% to 5%.

23. **Data Page 8, “Daily Separate Account Charge (see Section 9.06):**

The charge will range from 0% to 2.00%.

24. **Data Page 8, “Enhanced death Benefit Charge” (see section 9.04):**

This charge will range from 10% to .25%

Group Employer Application Form No. 2008/403(b)

1. We may add or delete Programs
2. We may change how the annual administrative charge is to be paid. The number of participants required in order to have the Plan pay the annual administrative charge may change. The number will range from 5-25.
3. We may change or add options available for catch-up contributions.
4. We may add additional events that will be permitted by the Plan. We may change or add vendors if contract exchanges are permitted.
5. We add or change the methods of payment permitted under the Plan.

6. We may revise the Sources of Contributions in the future based on changes in the Code or any regulations.
7. We may revise the Vesting Schedules and Periods in the future.
8. The frequency of Plan Contributions may change to weekly, monthly, quarterly or annually.
9. The frequency of the deduction of the administrator's fee may change to bi-weekly, semi-annually or weekly.
10. We may add additional transactions that the Participant may execute without Employer approval.
11. This statement will not appear if the Employer elects a Withdrawal Charge schedule on a Plan Level or the Employer elects that a Withdrawal Charge will not apply to any transaction which involves a withdrawal of funds.
12. The frequency of Contribution statements may change and we may offer these statements on a weekly or annual basis.
13. Type of Employer Organizations may be deleted or added
14. We reserve the right to limit the amount that may be allocated to the Guaranteed Interest Option to no more than 50% of each Contribution. The percentage limit may range from 10% to 75%.
15. The percentage that may be transferred from the Guaranteed Interest Option may change and will range from 10% to 50%.
16. We reserve the right to limit the amount that may be transferred to the Guaranteed Interest Option if it would result in more than 50% of the Annuity Account Value to be in the Guaranteed Interest Option. The percentage limit may range from 10% to 75%.
17. The Free Withdrawal Amount may change and will range between 10-30%.
18. We may offer additional withdrawal charge schedules based on different years at different percentages on a Participation Year and Plan Level basis.
19. We may add additional waivers.
20. We may change the administrative charge schedule and waive the charge at \$10,000 through \$50,000.
21. This statement will only appear if Participant consent is required.

Endorsement 2008SDCA-EV-901

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