

SERFF Tracking Number: ALLC-125707828 State: Arkansas
Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 39392
Company Tracking Number: S40795-01 ET AL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Vision Connections S40795-01
Project Name/Number: Vision Connections S40795-01/Vision Connections S40795-01

Filing at a Glance

Company: Allianz Life Insurance Company of North America

Product Name: Vision Connections S40795-01 SERFF Tr Num: ALLC-125707828 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred Variable SERFF Status: Closed State Tr Num: 39392

Sub-TOI: A03I.002 Flexible Premium Co Tr Num: S40795-01 ET AL State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Mary Peterson, Patricia Evans Disposition Date: 06/25/2008

Date Submitted: 06/24/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Vision Connections S40795-01

Project Number: Vision Connections S40795-01

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/25/2008

State Status Changed: 06/25/2008

Corresponding Filing Tracking Number:

Filing Description:

June 24, 2008

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

Re: INDIVIDUAL VARIABLE ANNUITY – NAIC #761-90611

S40795-01 – Lifetime Plus 10 Benefit Rider

SERFF Tracking Number: ALLC-125707828 State: Arkansas
Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 39392
Company Tracking Number: S40795-01 ET AL
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Vision Connections S40795-01
Project Name/Number: Vision Connections S40795-01/Vision Connections S40795-01

F70031-01 – Vision Application

F70032-01 – Connections Application

Please find the attached above referenced forms submitted for review. These forms are new and have never been issued. The contract forms (L40529 and L40530) affiliated with the forms referenced above will be sold through brokers in all markets and were approved by the Department on 02/12/2007. The contract forms (L40529 and L40530) affiliated with the forms referenced above will not be sold on military bases. These forms are being filed concurrently in Minnesota, our state of domicile. The effective date will be determined by your approval.

These forms are submitted in final printed format except for slight font and formatting variations that may occur due to Allianz Life product printer configurations. Allianz Life takes care to assure that printer-based variations are minimized; however, should changes occur, such changes will not alter the content or meaning of any approved form.

Please note that the signatures of our officers historically shown on the applicable forms are no longer included in our filed forms. Signatures will be included on all contract forms when issued.

Lifetime Plus 10 Benefit Rider S40795-01 replaces Lifetime Plus Benefit Rider S40795, which was recently approved by the Department on 6/12/2008. However, since your approval, we found an error with respect to the order of operations in a calculation. The affected language appears on page 9 and previously read as follows:

“We then process any increase or decrease to the 10% Annual Increase and the Increase Base due to an additional Purchase Payment received on that Quarterly Anniversary, or a Partial Annuitization or withdrawal taken on that Quarterly Anniversary. Lastly, we compare the 10% Annual Increase to the Contract Value to determine if we reset the 10% Annual Increase and the Increase Base.”

This language has been revised to read as follows:

“We process any increase or decrease to the 10% Annual Increase and the Increase Base due to an additional Purchase Payment received on that Quarterly Anniversary, or a Partial Annuitization or withdrawal taken on that Quarterly Anniversary, after we apply any automatic reset to the 10% Annual Increase and the Increase Base.”

SERFF Tracking Number: ALLC-125707828 State: Arkansas
Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 39392
Company Tracking Number: S40795-01 ET AL
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Vision Connections S40795-01
Project Name/Number: Vision Connections S40795-01/Vision Connections S40795-01

Also attached is a comparison document clearly showing this revision, as well as the following revisions that were made for clarification:

- The following sentence was added in the third paragraph on page 4 in order to be clear that lifetime plus payments are not available if the initial lifetime plus payment cannot be structured to meet the minimum: "If we are unable to structure your initial Lifetime Plus Payment to meet these restrictions, Lifetime Plus Payments are not available to you."
- Specific timeframes were given, e.g. "on or after your Contract Value is reduced to zero" replaced with "on or after the Business Day your Contract Value is reduced to zero"; "on the Benefit Anniversary following the Excess Withdrawal" replaced with "on the Benefit Anniversary that occurs after the Excess Withdrawal"; etc.
- The 8th paragraph on page 4 was revised to replace "actual Lifetime Plus Payment" with "annual maximum Lifetime Plus Payment" and delete the following language: "and we cannot restructure your actual Lifetime Plus Payment to meet this minimum." If the annual maximum Lifetime Plus Payment does not meet the minimum, then it is not possible for the actual Lifetime Plus Payment to meet the minimum, thus there is no need to mention restructuring the actual Lifetime Plus Payment.
- The "Annuitization" provision on page 7 was revised to clarify that the guarantees referred to in the 2nd paragraph are the guarantees listed in the 3rd and 4th paragraphs with respect to annuity options 1 and 3.
- It was clarified in the "Automatic Resets" provision on page 9 that if the owner declines an increase in the M&E Charge that they will retain all previous resets, rather than just the current one.

Applications F70031-01 and 70032-01 replace Applications F70031 and 70032, which were recently approved by the Department on 6/12/08. However, since your approval, we found that some footnotes were omitted. The following footnotes were added at the end of Section 8. Covered Person(s) Selection on page 3:

1The older person must be age [80] or younger at issue.

2Joint Lifetime Plus Payments may not be available for some contracts owned by a non-individual.

To the best of our knowledge and belief, the above listed forms conform to all state statutes, insurance regulations, and department requirements.

Thank you for your consideration of this filing. If you have any questions, or if you need additional information to complete your review, please call me at 800.328.5601, extension 47135, send a fax to me at 763.765.6306, or send a note electronically to me at patricia.evans@Allianzlife.com.

SERFF Tracking Number: ALLC-125707828 State: Arkansas
 Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 39392
 Company Tracking Number: S40795-01 ET AL
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Vision Connections S40795-01
 Project Name/Number: Vision Connections S40795-01/Vision Connections S40795-01

Sincerely,

Patricia Evans
 Compliance Analyst

Company and Contact

Filing Contact Information

Patricia Evans, Compliance Analyst
 5701 Golden Hills Drive
 Minneapolis, MN 55416

Patricia.Evans@Allianzlife.com
 (763) 765-7135 [Phone]
 (763) 765-6306[FAX]

Filing Company Information

Allianz Life Insurance Company of North America
 5701 Golden Hills Drive
 Minneapolis, MN 55416-1297
 (800) 328-5601 ext. [Phone]

CoCode: 90611

State of Domicile: Minnesota

Group Code: 761

Company Type: 03

Group Name:

State ID Number:

FEIN Number: 41-1366075

Filing Fees

Fee Required? Yes
 Fee Amount: \$60.00
 Retaliatory? No
 Fee Explanation: 3 forms @ \$20/each
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Allianz Life Insurance Company of North America	\$60.00	06/24/2008	21061914

SERFF Tracking Number: ALLC-125707828 State: Arkansas
Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 39392
Company Tracking Number: S40795-01 ET AL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Vision Connections S40795-01
Project Name/Number: Vision Connections S40795-01/Vision Connections S40795-01

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	06/25/2008	06/25/2008

SERFF Tracking Number: ALLC-125707828 State: Arkansas
Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 39392
Company Tracking Number: S40795-01 ET AL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Vision Connections S40795-01
Project Name/Number: Vision Connections S40795-01/Vision Connections S40795-01

Disposition

Disposition Date: 06/25/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ALLC-125707828 State: Arkansas
 Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 39392
 Company Tracking Number: S40795-01 ET AL
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Vision Connections S40795-01
 Project Name/Number: Vision Connections S40795-01/Vision Connections S40795-01

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Certificate of Readability		Yes
Supporting Document	Compare document S40795 to S40795-01		Yes
Form	Lifetime Plus 10 Benefit Rider		Yes
Form	Vision Application		Yes
Form	Connections Application		Yes

SERFF Tracking Number: ALLC-125707828 State: Arkansas
 Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 39392
 Company Tracking Number: S40795-01 ET AL
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Vision Connections S40795-01
 Project Name/Number: Vision Connections S40795-01/Vision Connections S40795-01

Form Schedule

Lead Form Number: S40795-01

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	S40795-01	Certificate	Lifetime Plus 10 Benefit Rider	Initial		53	S40795-01.pdf
	F70031-01	Application/Enrollment Form	Vision Application	Initial		50	F70031-01.pdf
	F70032-01	Application/Enrollment Form	Connections Application	Initial		50	F70032-01.pdf

LIFETIME PLUS 10 BENEFIT RIDER

The Lifetime Plus 10 Benefit is designed to provide a payment stream for life.

This rider forms a part of the Base Contract to which it is attached and is effective as of the Rider Effective Date. In the case of a conflict with any provision in the Base Contract, the provisions of this rider control. Defined terms and contractual provisions are set forth in the Base Contract or are added in this rider. This rider terminates as indicated under the "Conditions for Termination of the Lifetime Plus 10 Benefit Rider" section.

DEFINITIONS

Definitions	Definitions specific to this rider that are not in the Base Contract follow.
10% Annual Increase	A calculation we use in determining the Benefit Base under the Lifetime Plus 10 Benefit.
Base Contract	The contract to which this rider is attached.
Benefit Anniversary	A 12-month anniversary of the Benefit Date.
Benefit Date	The date you exercise the Lifetime Plus 10 Benefit and Lifetime Plus Payments begin. It is also the date we first establish the maximum Lifetime Plus Payment.
Benefit Year	Any period of 12 months commencing with the Benefit Date and each Benefit Anniversary thereafter.
Covered Person(s)	<p>The person(s) on whose lives we base Lifetime Plus Payments. We determine the Covered Person(s) on the Rider Effective Date.</p> <p>For single Lifetime Plus Payments.</p> <ul style="list-style-type: none">(a) If the contract is solely owned, the Covered Person is the Owner.(b) If the contract is owned by a non-individual, the Covered Person is the Annuitant.(c) If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the maximum age restriction for adding the Lifetime Plus 10 Benefit to your contract. The maximum age is shown on the Contract Schedule. <p>For joint Lifetime Plus Payments, you and your spouse are the Covered Persons.</p> <p>For joint Lifetime Plus Payments under contracts that are not qualified under the tax code:</p> <ul style="list-style-type: none">(a) spouses must be Joint Owners; or(b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or(c) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary. <p>For joint Lifetime Plus Payments under contracts that are qualified under the tax code:</p> <ul style="list-style-type: none">(a) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary; or(b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or(c) if we require a non-individual owner to be the beneficiary, then one spouse must be the Annuitant and the other spouse must be the sole contingent Beneficiary solely for the purpose of determining the Lifetime Plus Payment. <p>Spouses must qualify as such under federal law until the Lifetime Plus 10 Benefit terminates. If at any time before the Lifetime Plus 10 Benefit terminates you are no longer spouses you must send us notice.</p>

DEFINITIONS (continued)

**Covered Person(s)
(continued)**

A person no longer qualifies as a Covered Person and is removed from the contract if that person is no longer an Owner, Joint Owner, Annuitant, or Beneficiary as required above.

After we issue the Lifetime Plus 10 Benefit you cannot add or replace a Covered Person. You can remove a Covered Person if you select joint Lifetime Plus Payments. You can only make this change once.

Before the Benefit Date, you can request the removal of a Covered Person within 30 days before a Contract Anniversary by completing the appropriate form. After the Benefit Date you can request the removal of a Covered Person within 30 days before a Benefit Anniversary by completing the appropriate form. We process your request on the Contract Anniversary, or Benefit Anniversary if applicable, that occurs immediately after we receive your request in good order at our Service Center. If the Contract Anniversary or Benefit Anniversary does not occur on a Business Day, we process your request on the next Business Day.

If you remove a Covered Person from your contract, we change the additional Mortality and Expense Risk (M&E) Charge for joint Lifetime Plus Payments to the additional M&E Charge for single Lifetime Plus Payments that is in effect for newly issued contracts as of the date we process your request if we are still offering the Lifetime Plus 10 Benefit. However, if we are no longer offering the Lifetime Plus 10 Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E Charge differs from the current additional M&E Charge you are paying. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single Lifetime Plus Payments that is shown on the Contract Schedule. If we change the additional M&E Charge, we also adjust the number of Accumulation Units so that the Contract Value on the day we process your request remains the same.

If you remove a Covered Person after the Benefit Date we compare your current annual maximum Lifetime Plus Payment to a payment based on the appropriate age-based percentage for single Lifetime Plus Payments for the remaining Covered Person's current age and the current Contract Value as of the Benefit Anniversary that we process your removal request. The age-based payment percentage(s) and age band(s) for single Lifetime Plus Payments are shown on the Contract Schedule. If the payment based on the appropriate age-based percentage for the remaining Covered Person's current age and the current Contract Value is greater, we increase your annual maximum Lifetime Plus Payment to this new amount.

Joint Lifetime Plus Payments may not be available for some contracts that are owned by a non-individual.

**Cumulative Withdrawal
Value**

If you choose to take less than the maximum Lifetime Plus Payment you are entitled to, the difference between the maximum Lifetime Plus Payment and the actual Lifetime Plus Payment you received is available for withdrawal at any time. The Cumulative Withdrawal Value is not available to your Beneficiary upon death.

**Cumulative
Withdrawals**

On or after the Benefit Date, if you take a withdrawal while you are receiving Lifetime Plus Payments, this is the portion of the withdrawal that is less than or equal to the Cumulative Withdrawal Value. Cumulative Withdrawals are not subject to a withdrawal charge and do not reduce any future Lifetime Plus Payments. However, Cumulative Withdrawals reduce the Contract Value, the Cumulative Withdrawal Value, and the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

Excess Withdrawal

On or after the Benefit Date, if you take a withdrawal while you are receiving Lifetime Plus Payments, this is the portion of the withdrawal that is greater than the Cumulative Withdrawal Value. An Excess Withdrawal is subject to a withdrawal charge and reduces the Contract Value, future Lifetime Plus Payments, and the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

DEFINITIONS (continued)

Lifetime Plus Payment	The payment we make to you under the Lifetime Plus 10 Benefit.
Quarterly Anniversary	The day that occurs three, six, and nine calendar months after the Issue Date or any Contract Anniversary. Quarterly Anniversaries also include Contract Anniversaries. If the Quarterly Anniversary does not occur on a Business Day, we consider it to occur on the next Business Day.
Quarterly Anniversary Value	A calculation we use in determining the Benefit Base under the Lifetime Plus 10 Benefit.

LIFETIME PLUS 10 BENEFIT

Exercising the Lifetime Plus 10 Benefit	<p>To begin receiving Lifetime Plus Payments, all Covered Person(s) must meet the age restrictions shown on the Contract Schedule on the Benefit Date and we must receive a Lifetime Plus Payment election form at our Service Center. Lifetime Plus Payments begin on the Benefit Date.</p> <p>If you begin receiving Lifetime Plus Payments, then beginning on the Benefit Date, the following applies.</p> <ul style="list-style-type: none">(a) Partial Annuitizations are no longer available.(b) You can no longer make additional Purchase Payments to the contract.(c) The free withdrawal privilege is no longer available to you.(d) You can only change the ownership of the Base Contract if you selected joint Lifetime Plus Payments, and:<ul style="list-style-type: none">1) an Owner dies, and the spouse continues the contract; or2) you remove a Covered Person from the Base Contract who is also an Owner. In this case the remaining Covered Person must become the new sole Owner.(e) The additional M&E Charge for the Lifetime Plus 10 Benefit continues until the Lifetime Plus 10 Benefit terminates or the Contract Value is reduced to zero.(f) If you have the Quarterly Value Death Benefit Rider, the additional M&E Charge for the Quarterly Value Death Benefit continues as long as the Quarterly Value Death Benefit is greater than zero.(g) Each Lifetime Plus Payment, Cumulative Withdrawal, and Excess Withdrawal, including any withdrawal charge, reduces the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable, proportionately by the percentage of Contract Value withdrawn.(h) The Contract Value continues to fluctuate as a result of market performance.(i) Each Lifetime Plus Payment, Cumulative Withdrawal, and Excess Withdrawal, including any withdrawal charge, reduces the Contract Value on a dollar for dollar basis.
Lifetime Plus Payments	<p>We base the initial annual maximum Lifetime Plus Payment on the Benefit Base and the age band percentage of the Covered Person, or younger Covered Person if you select joint Lifetime Plus Payments. The age band percentages for both single and joint annual maximum Lifetime Plus Payments are shown on the Contract Schedule.</p> <p>On the Benefit Date and on each subsequent Benefit Anniversary, you may request to receive less than the annual maximum Lifetime Plus Payment by completing the appropriate form within 30 days before the Benefit Date or before a Benefit Anniversary. We process your request on the Benefit Date or on the Benefit Anniversary that occurs immediately after we receive your request in good order at our Service Center. If the Benefit Date or Benefit Anniversary does not occur on a Business Day, we process your request on the next Business Day.</p>

LIFETIME PLUS 10 BENEFIT (continued)

Lifetime Plus Payments (continued)

The amount you request to receive is the annual actual Lifetime Plus Payment. Lifetime Plus Payments are not subject to a withdrawal charge.

On the Benefit Date and on each subsequent Benefit Anniversary, each maximum and actual Lifetime Plus Payment for the Benefit Year is equal to the annual maximum and actual Lifetime Plus Payment divided by the number of payments you selected to receive each year.

Each maximum Lifetime Plus Payment must meet the minimum shown on the Contract Schedule. Each actual Lifetime Plus Payment must either be zero or meet the minimum shown on the Contract Schedule. If we are unable to structure your initial Lifetime Plus Payment to meet these restrictions, Lifetime Plus Payments are not available to you. If the Lifetime Plus Payment date does not fall on a Business Day, we make the payment to you on the next Business Day.

While your Contract Value is positive, you can change the frequency and/or amount of Lifetime Plus Payments on each Benefit Anniversary for the following Benefit Year. You must provide notice of any requested change to the frequency and/or amount of your Lifetime Plus Payment to our Service Center at least 30 days before the Benefit Anniversary. We change the payment frequency and/or amount on the Benefit Anniversary and the change remains in effect until the Benefit Anniversary you request another change to your Lifetime Plus Payments. You cannot change the frequency or amount of Lifetime Plus Payments on or after the Business Day your Contract Value is reduced to zero.

If you take less than the maximum Lifetime Plus Payment, for each Lifetime Plus Payment we add the difference of the maximum Lifetime Plus Payment minus the actual Lifetime Plus Payment to the Cumulative Withdrawal Value.

If you take a withdrawal while you are receiving Lifetime Plus Payments, any portion that is less than or equal to the Cumulative Withdrawal Value is a Cumulative Withdrawal, and any portion that is greater than the Cumulative Withdrawal Value is an Excess Withdrawal.

You may take all or a portion of the Cumulative Withdrawal Value at any time. A Cumulative Withdrawal reduces the Contract Value and the Cumulative Withdrawal Value on a dollar for dollar basis.

Any Excess Withdrawal reduces your annual maximum and annual actual Lifetime Plus Payment proportionately by the percentage of Contract Value withdrawn, including any withdrawal charge, on the Benefit Anniversary that occurs after the Excess Withdrawal. If you take an Excess Withdrawal that reduces your annual maximum Lifetime Plus Payment so that it fails to meet the minimum shown on the Contract Schedule, you must take an Excess Withdrawal of the entire Contract Value. Lifetime Plus Payments then stop, and the Lifetime Plus 10 Benefit and the Base Contract terminate as of the Business Day you took the Excess Withdrawal.

We deduct each actual Lifetime Plus Payment, each Cumulative Withdrawal, and any Excess Withdrawal, including any withdrawal charge, proportionately from the Investment Options. We continue to allocate the Contract Value among the Investment Options according to your instructions while the Contract Value is positive. You can continue to make transfers between the Investment Options while the Contract Value is positive subject to the provisions set out in the Transfers section of the Base Contract and in the Asset Allocation Rider.

When a Lifetime Plus Payment is due, if the Contract Value is positive, but less than the actual Lifetime Plus Payment, we credit your Contract Value with (a) – (b), where:
(a) is the actual Lifetime Plus Payment, and
(b) is the Contract Value immediately before we make the actual Lifetime Plus Payment.
We then make the actual Lifetime Plus Payment and reduce the Contract Value to zero.

LIFETIME PLUS 10 BENEFIT (continued)

Lifetime Plus Payments (continued)

If your Contract Value is reduced to zero for any reason other than an Excess Withdrawal while the Lifetime Plus 10 Benefit is in effect:

- (a) we pay any remaining Cumulative Withdrawal Value in a single payment;
- (b) you can no longer request to receive less than the maximum Lifetime Plus Payment;
- (c) you can no longer change the frequency of the Lifetime Plus Payments; and
- (d) you receive the maximum Lifetime Plus Payment at the frequency you previously selected, as follows.
 - (i) For single Lifetime Plus Payments where the Contract is solely owned or owned by a non-individual, Lifetime Plus Payments continue until the death of the Covered Person.
 - (ii) For single Lifetime Plus Payments where the contract is jointly owned and the Joint Owners are not spouses, Lifetime Plus Payments continue until the death of any Joint Owner.
 - (iii) For single Lifetime Plus Payments where the contract is jointly owned by spouses, Lifetime Plus Payments continue until the death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, Lifetime Plus Payments continue until the death of the surviving Covered Person.
 - (iv) For joint Lifetime Plus Payments, Lifetime Plus Payments continue until the deaths of both Covered Persons. Upon the death of an Owner who was also a Covered Person, or the death of the Annuitant who was also a Covered Person, if the surviving spouse continues the contract Lifetime Plus Payments continue at 100% of the amount that we were paying when both Covered Persons were alive. If, instead, the surviving spouse receives the death benefit, then Lifetime Plus Payments stop.

If you take an Excess Withdrawal of the entire Contract Value while you are receiving Lifetime Plus Payments, we pay you any remaining Cumulative Withdrawal Value in a single Cumulative Withdrawal payment, Lifetime Plus Payments stop, and the Lifetime Plus 10 Benefit and the Base Contract terminate as of the Business Day you took the Excess Withdrawal.

On or after the Benefit Date, you cannot terminate your Lifetime Plus Payments except by:

- (a) taking an Excess Withdrawal of the entire remaining Contract Value; or
- (b) requesting Annuity Payments under a Full Annuitization based on the greater of the entire remaining Contract Value or the Cumulative Withdrawal Value. The Annuity Payments must meet the minimum shown on the Contract Schedule.

The Benefit Base

You can only access the Benefit Base by taking single or joint Lifetime Plus Payments.

On the Benefit Date, the Benefit Base is equal to the greatest of:

- (a) the Contract Value; or
- (b) the Quarterly Anniversary Value; or
- (c) the 10% Annual Increase.

After the Benefit Date, we no longer calculate the Quarterly Anniversary Value or the 10% Annual Increase, and they cease to exist.

Automatic Annual Payment Increases to the Lifetime Plus Payments

Beginning on the Benefit Date, your Lifetime Plus Payment only increases through the automatic annual payment increase feature. We apply any annual payment increase on each Benefit Anniversary after the Benefit Date. Annual Payment increases are only available before the older Covered Person's 91st birthday.

On each Benefit Anniversary, if you took the entire annual maximum Lifetime Plus Payment during the previous year (either as Lifetime Plus Payments or Cumulative Withdrawals), you receive an increase to your Lifetime Plus Payment if the Contract Value on the current Benefit Anniversary is greater than the Contract Value from the previous Benefit Anniversary. If the Contract Value has increased we calculate the percentage of growth between these two Contract Values and increase your annual maximum Lifetime Plus Payment by this percentage.

LIFETIME PLUS 10 BENEFIT (continued)

Automatic Annual Payment Increases to the Lifetime Plus Payments (continued)

On each Benefit Anniversary, regardless of whether or not you take the entire annual maximum Lifetime Plus Payment during the previous year, you receive an increase to your Lifetime Plus Payment if the age-based percentage for the current age of the Covered Person, or younger Covered Person in the case of joint Lifetime Plus Payments, multiplied by the Contract Value on the current Benefit Anniversary results in a higher annual maximum Lifetime Plus Payment.

If you requested a dollar amount that is less than the maximum Lifetime Plus Payment, any automatic annual payment increase does not increase the actual Lifetime Plus Payment. If you requested a percentage of less than 100% of the maximum Lifetime Plus Payment, any automatic annual payment increase increases the actual Lifetime Plus Payment, but does not increase the requested percentage.

Automatic annual payment increases are no longer available on or after the Business Day your Contract Value is reduced to zero.

If we apply an annual payment increase to your annual maximum Lifetime Plus Payment, we reserve the right to change the additional M&E Charge for the Lifetime Plus 10 Benefit on every fifth Benefit Anniversary. We can only make this change 60 days after any fifth Benefit Anniversary if you received an annual payment increase on the current Benefit Anniversary or any of the past four Benefit Anniversaries.

If you have not received an increase to your annual maximum Lifetime Plus Payment on the current Benefit Anniversary or any of the past four Benefit Anniversaries, we do not change the additional M&E Charge for the Lifetime Plus 10 Benefit. If you received an increase on the current Benefit Anniversary or any of the past four Benefit Anniversaries, we change the additional M&E Charge for single or joint Lifetime Plus Payments to the additional M&E Charge that is in effect for a newly issued contract as of the most recent fifth Benefit Anniversary if we are still offering the Lifetime Plus 10 Benefit. However, if we are no longer offering the Lifetime Plus 10 Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E charge differs from the current additional M&E Charge you are paying.

We make any change as of the 60th day after the most recent fifth Benefit Anniversary, or on the next Business Day if the 60th day is not a Business Day. If we change the additional M&E Charge, we also adjust the number of Accumulation Units so that the Contract Value on the 60th day remains the same.

If this change decreases the additional M&E Charge for the Lifetime Plus 10 Benefit, then we make the change and send you a confirmation letter.

If this change increases the additional M&E Charge for the Lifetime Plus 10 Benefit, then we send you written notice of the intended increase and provide you at least a 30-day notice period to decline the increase. If you decline the increase:

- (a) you no longer receive annual payment increases to your annual maximum Lifetime Plus Payments; and
- (b) your annual maximum Lifetime Plus Payment amount equals the annual maximum amount that we established on the most recent fifth Benefit Anniversary. Your annual maximum Lifetime Plus Payments do not change until the Lifetime Plus 10 Benefit terminates, unless you take an Excess Withdrawal.

If you do not decline the increase during the 30-day notice period, we increase the additional M&E Charge for the Lifetime Plus 10 Benefit. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single or joint Lifetime Plus Payments shown on the Contract Schedule.

ANNUITY PROVISIONS

Annuitization

If you take a Partial Annuitization of the Base Contract at any time before the latest Income Date specified in Base Contract, we determine your Annuity Payments in accordance with the terms of the Base Contract. If you take a Full Annuitization of the Base Contract at any time before the latest Income Date specified in the Base Contract, we determine your Annuity Payments based on the greater of the Contract Value or the Cumulative Withdrawal Value. We do not use the Benefit Base for Lifetime Plus Payments in determining any Annuity Payments.

If on the latest Income Date specified in the Base Contract, or on such subsequent date as may be authorized by us at our discretion, you have begun receiving Lifetime Plus Payments, your Contract Value is positive and you choose to take fixed Annuity Payments as a Full Annuitization of the Base Contract under either Annuity Option 1 or 3, we make the following guarantees. However, if on the latest Income Date you select any other Annuity Option, or if you choose variable Annuity Payments, the guarantees listed below for Annuity Options 1 and 3 will not apply. You will not be required to take a Full Annuitization on the latest Income Date if your Contract Value has been reduced to zero.

If you selected single Lifetime Plus Payments and you choose **Annuity Option 1 - Life Annuity** where the sole Annuitant is the sole Covered Person, then the fixed Annuity Payments will be equal to the greatest of:

- (a) the Option 1 annual payment based on the terms of the Base Contract; or
- (b) the Option 1 annual payment based on the Cumulative Withdrawal Value; or
- (c) the current annual maximum Lifetime Plus Payment available to you.

If you selected joint Lifetime Plus Payments and you choose **Annuity Option 3 - Joint and Last Survivor Life Annuity** with payments to continue at a level of 100% to the surviving Joint Annuitant and both Joint Annuitants are the Joint Covered Persons, then the fixed Annuity Payments will be equal to the greatest of:

- (a) the Option 3 annual payment based on the terms of the Base Contract; or
- (b) the Option 3 annual payment based on the Cumulative Withdrawal Value; or
- (c) the current annual maximum Lifetime Plus Payment available to you.

In addition, if on the latest Income Date the current annual maximum Lifetime Plus Payment is greater than the fixed Annuity Payments based on the terms of the Base Contract, we send you any remaining Cumulative Withdrawal Value.

The Annuity Payments must meet the minimum shown on the Contract Schedule.

An annuitization as referred to in the above paragraphs shall result in the termination of the death benefit.

QUARTERLY ANNIVERSARY VALUE

Quarterly Anniversary Value

We only calculate the Quarterly Anniversary Value before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, the Quarterly Anniversary Value ceases to exist and the Lifetime Plus 10 Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, the Quarterly Anniversary Value on the Issue Date is equal to the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date, the Quarterly Anniversary Value on the Rider Effective Date is equal to the Contract Value on that date.

On each Business Day we:

- (a) increase the Quarterly Anniversary Value by the amount of any additional Purchase Payments received that day; and
- (b) reduce the Quarterly Anniversary Value proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

We then process any increase or decrease to the Quarterly Anniversary Value due to an additional Purchase Payment received on that Quarterly Anniversary, or a Partial Annuitization or withdrawal taken on that Quarterly Anniversary, after we do the following calculation. On each Quarterly Anniversary, the Quarterly Anniversary Value is equal to the greater of its value on the immediately preceding Business Day, or the Contract Value as of that Quarterly Anniversary.

10% ANNUAL INCREASE

10% Annual Increase and the Increase Base

We only calculate the 10% Annual Increase and the Increase Base before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, the 10% Annual Increase and the Increase Base cease to exist and the Lifetime Plus 10 Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, both the 10% Annual Increase and the Increase Base on the Issue Date are equal to the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date, both the 10% Annual Increase and the Increase Base on the Rider Effective Date are equal to the Contract Value as of the Rider Effective Date.

On each Business Day, we:

- (a) increase both the 10% Annual Increase and the Increase Base by the amount of any additional Purchase Payments received that day; and
- (b) reduce both the 10% Annual Increase and the Increase Base proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

On each Quarterly Anniversary on or before the 20th Contract Anniversary (or, if applicable, on or before the 20th Contract Anniversary that occurs after the Rider Effective Date or after a reset anniversary, as applicable), the 10% Annual Increase is equal to (a) + 0.025 ((b) – (c)), where:

- (a) = the 10% Annual Increase as of the immediately preceding Business Day.
- (b) = the Increase Base as of the immediately preceding Business Day.
- (c) = Purchase Payments received on or after the previous Quarterly Anniversary. If the Rider Effective Date is the Issue Date, then on the first Quarterly Anniversary we exclude any Purchase Payments received before the first Quarterly Anniversary. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

10% ANNUAL INCREASE (continued)

10% Annual Increase and the Increase Base (continued)

We process any increase or decrease to the 10% Annual Increase and the Increase Base due to an additional Purchase Payment received on that Quarterly Anniversary, or a Partial Annuitization or withdrawal taken on that Quarterly Anniversary, after we apply any automatic reset to the 10% Annual Increase and the Increase Base.

Automatic Resets of the 10% Annual Increase and the Increase Base

On each Quarterly Anniversary before the older Covered Person's 91st birthday and before the Benefit Date, we automatically reset both your 10% Annual Increase and your Increase Base to equal the Contract Value if the Contract Value is greater than the 10% Annual Increase we just calculated.

If you receive an automatic reset, we reserve the right to change the additional M&E charge for the single or joint Lifetime Plus 10 Benefit to the additional M&E charge that is in effect for a newly issued Contract as of the reset anniversary if we are still offering the Lifetime Plus 10 Benefit. However, if we are no longer offering the Lifetime Plus 10 Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E charge differs from the current additional M&E Charge you are paying. We do not change the additional M&E charge for the Lifetime Plus 10 Benefit if you have not received a reset to the 10% Annual Increase or the Increase Base during the previous Contract Year.

We make any change as of the 60th day after the Contract Anniversary or on the next Business Day if the 60th day is not a Business Day. If we change the additional M&E charge, then we also adjust the number of Accumulation Units so that the Contract Value on the 60th day remains the same.

If this change decreases the additional M&E Charge for the Lifetime Plus 10 Benefit, then we make the change and send you a confirmation letter.

If this change increases the additional M&E charge for the Lifetime Plus 10 Benefit, then we send you written notice of the intended increase and provide you at least a 30-day notice period to decline that increase. If you decline the increase you retain all previous resets to the 10% Annual Increase, but you are no longer eligible to receive automatic resets.

If you do not decline the increase during the 30-day notice period, we increase the additional M&E Charge for the Lifetime Plus 10 Benefit. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single or joint Lifetime Plus Payments shown on the Contract Schedule.

Automatic resets of the 10% Annual Increase and the Increase Base are no longer available:

- (a) on or after the older Covered Person's 91st birthday;
- (b) on or after the Benefit Date that you begin receiving Lifetime Plus Payments; or
- (c) on or after the Income Date that you take a Full Annuitization.

GENERAL PROVISIONS

Removing the Lifetime Plus 10 Benefit Rider from Your Contract

After the Rider Effective Date, you can remove the Lifetime Plus 10 Benefit Rider from the contract at any time before the Benefit Date. You can request the removal of the rider within 30 days before a Contract Anniversary by completing the appropriate form. We process your request on the Contract Anniversary, or on the next Business Day if the Contract Anniversary is not a Business Day, that occurs immediately after we receive your request in good order at our Service Center. We call this date the Rider Termination Date and it is shown on the Contract Schedule Addendum.

If you remove the Lifetime Plus 10 Benefit from your contract, we no longer assess the additional M&E Charge for the Lifetime Plus 10 Benefit as of the Rider Termination Date. Because we decrease the M&E Charge, we adjust the number of Accumulation Units so that the Contract Value on the Rider Termination Date remains the same.

If you remove the Lifetime Plus 10 Benefit from the contract, it is no longer available for future selection.

Conditions for Termination of the Lifetime Plus 10 Benefit

Before the Benefit Date, the Lifetime Plus 10 Benefit terminates upon the earliest of the following.

- (a) The Rider Termination Date if you remove the Lifetime Plus 10 Benefit from the contract.
- (b) The date of death of all Covered Persons.
- (c) The older Covered Person's 91st birthday.
- (d) The Business Day before the Income Date that you take a Full Annuitization.
- (e) The Business Day we process your request for a full withdrawal.
- (f) The Business Day that the Base Contract terminates.

On or after the Benefit Date that you begin receiving Lifetime Plus Payments, the Lifetime Plus 10 Benefit terminates upon the earliest of the following.

- (a) The Business Day you take an Excess Withdrawal of the entire Contract Value. If you take an Excess Withdrawal that reduces Lifetime Plus Payments to a level where we are unable to structure the Lifetime Plus Payment so that it is at least the minimum shown on the Contract Schedule, you must take an Excess Withdrawal of the entire Contract Value.
- (b) The Business Day before the Income Date that you take a Full Annuitization.
- (c) For single Lifetime Plus Payments where the contract is solely owned or owned by a non-individual, the date of death of the Covered Person.
- (d) For single Lifetime Plus Payments where the contract is jointly owned and the Joint Owners are not spouses, the date of death of any Joint Owner.
- (e) For single Lifetime Plus Payments where the contract is jointly owned by spouses, the date of death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, the Lifetime Plus 10 Benefit terminates on the date of death of the Covered Person.
- (f) For joint Lifetime Plus Payments, the date of death of both Covered Persons. If upon the death of one Covered Person, the surviving spouse, who is also a Covered Person, selects to receive the death benefit, then Lifetime Plus Payments stop and the Lifetime Plus 10 Benefit terminates as of the end of the Business Day during which we receive in good order at the Service Center both due proof of death and an election of the death benefit payment option.
- (g) The Business Day that the Base Contract terminates.

Rider Charge

The additional M&E Charge for this rider is shown on the Contract Schedule.

In all other respects the provisions, conditions, exceptions and limitations contained in the Base Contract remain unchanged.

Signed for the Company at its home office.

**Allianz Life Insurance Company
of North America**

[

Cynthia L. Pevehouse
Secretary

Gary Bhojwani
President

]

[Allianz VisionSM] Application

Individual flexible purchase payment variable deferred annuity application. Issued by Allianz Life Insurance Company of North America (Allianz), Minneapolis, MN.

[DA _____]

1. Account registration

Owner is individual (Please see optional rider section for issue age restriction)

Individual owner first name	MI	Last name	Jr., Sr., III
-----------------------------	----	-----------	---------------

Owner is Trust Qualified plan Custodian (If Trust, please include the date of Trust in the name)

Non-individual owner name (If Trust is owner, please refer to Trustee representation form)

Tax ID number	Social Security number
---------------	------------------------

Street address

City	State	ZIP code	Daytime telephone number
------	-------	----------	--------------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yy)	Are you a U.S. citizen? (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--------------------------	--

Joint owner (Please see optional rider section for issue age restriction) (Must be the spouse of the owner except in the state of CA)

First name	MI	Last name	Jr., Sr., III
------------	----	-----------	---------------

Street address

City	State	ZIP code	Daytime telephone number
------	-------	----------	--------------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yy)	Are you a U.S. citizen? (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--------------------------	--

Relationship to owner	Social Security number
-----------------------	------------------------

Annuitant (Please see optional rider section for issue age restriction)

First name	MI	Last name	Jr., Sr., III
------------	----	-----------	---------------

Street address

City	State	ZIP code	Daytime telephone number
------	-------	----------	--------------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Social Security number	Date of birth (mm/dd/yy)	Are you a U.S. citizen? (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	------------------------	--------------------------	--

2. Purchase payment (This section must be completed; please make check payable to Allianz)

[\$10,000 minimum purchase payment required. \$25,000 minimum purchase payment required with No Withdrawal Charge Option.]

Purchase payment amount \$ _____

Purchase payment enclosed with application.

This contract will be funded by a 1035 exchange, tax qualified transfer/rollover, CD transfer, or mutual fund redemption.
(please include the appropriate forms.)

3. Plan specifics (This section must be completed to indicate how this contract should be issued)

Nonqualified: <input type="checkbox"/>	Qualified IRA: <input type="checkbox"/> IRA <input type="checkbox"/> Roth IRA <input type="checkbox"/> SEP IRA <input type="checkbox"/> Roth conversion	(Contribution for tax year _____)
Qualified plans: <input type="checkbox"/> 401 <input type="checkbox"/> 401 one person defined benefit		

4. Beneficiary designation (If more than four beneficiaries, attach a list signed by owner(s).)

For jointly owned contracts, the surviving joint owner is the sole primary beneficiary. Spousal joint owners may also name contingent beneficiaries. Non-spousal joint owners cannot name contingent beneficiaries.

If the beneficiary is a trust, qualified plan, or custodian, please check the box and include the name below Trust 401 qualified plan Custodian

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			

Non-individual beneficiary information
(If trust, please include date of trust in name)(If owner is a 401 qualified plan, the plan must be the beneficiary)

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			
First name	MI	Last name	

Relationship

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			
First name	MI	Last name	

Relationship

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			
First name	MI	Last name	

Relationship

(If more than four beneficiaries, attach a list signed by owner.)

[5. Optional provisions - Each additional option carries an additional charge. (check only one)]

- If no Optional Provision is selected, the Base Contract (7 year surrender) will be issued at no additional charge.
 - Bonus Option:** Also carries a higher and longer withdrawal charge. Not available with the Short Withdrawal Charge Option or No Withdrawal Charge Option.
 - Short Withdrawal Charge Option*:** Not available with the Bonus Option or No Withdrawal Charge Option.
 - No Withdrawal Charge Option:** Not available with the Bonus Option or Short Withdrawal Charge Option. You must select either the Lifetime Plus Benefit, Lifetime Plus II Benefit, Lifetime Plus 10 Benefit, or Target Date Retirement Benefit with this option.
- *For the Short Withdrawal Charge Option, purchase payments will be limited to the first contract year.

[6. Optional death benefit - Carries an additional charge.]

- Quarterly Value Death Benefit:** If you do not select the Quarterly Value Death Benefit, the contract provides a Traditional Death Benefit at no additional cost.

[7. Optional riders - Each additional option carries an additional charge. (check only one)]

- No Living Benefit** (No additional cost.)
- Lifetime Plus Benefit** – Please fill out the Covered Person(s) Selection section. **The oldest Covered Person must be age 80 or younger.**
- Lifetime Plus II Benefit** – Please fill out the Covered Person(s) Selection section. **The oldest Covered Person must be age 80 or younger.**
- Target Date Retirement Benefit*** – Please fill out the Target date requirements section. **Must be age 80 or younger.**
- Lifetime Plus 10 Benefit** – Please fill out the Covered Person(s) Selection section. **The oldest Covered Person must be age 80 or younger.**

By selecting the Lifetime Plus Benefit, Lifetime Plus II Benefit, Lifetime Plus 10 Benefit, or Target Date Retirement Benefit, I consent that Allianz may reallocate my contract value in accordance with the asset allocation and transfer provisions in the contract.

*For the Target Date Retirement Benefit, purchase payments will be limited to the first three contract years.

[8.] Covered Person(s) Selection (select one)

Single Life Payout¹:

Name _____

Check one: Owner Joint Owner Annuitant, if owned by a non-individual

Date of birth ____/____/____ (**proof of age required** – Please include copy of driver's license, birth certificate, or any other governmental recognized identification)

¹For single Lifetime Plus Payments:

- If the contract is solely owned, the Covered Person is the Owner.
- If the contract is owned by a non-individual, the Covered Person is the Annuitant.
- If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the maximum age restriction for adding the [Lifetime Plus Benefit, Lifetime Plus II Benefit or Lifetime Plus 10 Benefit] to your contract.

Joint Life Payout²:

Spouse's name _____

Spouse's date of birth ____/____/____ (**proof of age required** – Please include copy of driver's license, birth certificate, or any other governmental recognized identification)

Spouse's gender: Male Female

Relationship to contract owner (check one) Spousal joint owner (nonqualified)
 Spousal sole beneficiary (qualified or non-individual, nonqualified)

Spouses must qualify as such under federal law until the [Lifetime Plus Benefit, Lifetime Plus II Benefit or Lifetime Plus 10 Benefit] terminates. If at any time before the [Lifetime Plus Benefit, Lifetime Plus II Benefit or Lifetime Plus 10 Benefit] terminates you are no longer spouses you must send us notice.

²For joint Lifetime Plus Payments you and your spouse are the Covered Person(s).

For joint Lifetime Plus Payments under contracts that are not qualified under the tax code:

- spouses must be joint owners, or
- one spouse must be the annuitant and the other spouse must be the sole primary beneficiary if the sole owner is a non individual, or
- one spouse must be the sole owner and annuitant and the other spouse must be the sole primary beneficiary.

For joint Lifetime Plus Payments under contracts that are qualified under the tax code:

- one spouse must be the sole owner and annuitant and the other spouse must be the sole primary beneficiary, or
- one spouse must be the annuitant and the other spouse must be the sole primary beneficiary if the sole owner is a non-individual, or
- if we require a non-individual owner to be the beneficiary, then one spouse must be the annuitant and the other spouse must be the sole contingent beneficiary solely for the purpose of determining the Lifetime Plus Payment.

¹The older person must be age [80] or younger at issue.

²Joint Lifetime Plus Payments may not be available for some contracts owned by a non-individual.

9. Target date requirements

Please select the Contract Anniversary on which you would like your Initial Target Value Date to fall. This must be the seventh or later Contract Anniversary. Once you select your Initial Target Value Date, indicate your Purchase Payment Allocation instructions in Section 10 in accordance with the following guidelines. **Contract Anniversary Year for Initial Target Value Date** _____

Years until initial Target Value Date	Maximum in A+B+X	Maximum in A	Minimum in Y
12 or more	95%	30%	5%
11	90%	30%	10%
10	85%	25%	15%
9	80%	25%	20%
8	75%	20%	25%
7	70%	20%	30%

[10.] Purchase payment allocation

Complete this section for allocations and Dollar Cost Averaging (DCA) source investment choices based on section 7 of this form.

Choose 1: six month DCA program 12 month DCA program

Please note: If DCA is being requested, 100% of your initial Purchase Payment will be applied to the DCA Money Market Account. Please complete the allocations below as to what you would like as your DCA Target Fund Instructions. The DCA program is available only during the Accumulation Phase. You may select up to [15] investment options. You must make allocations in whole percentages (33.3% or dollars are not permitted). If you select the Lifetime Plus Benefit, Lifetime Plus II Benefit or Lifetime Plus 10 Benefit you must meet the investment options requirements stated next to each group.

No Optional Benefit, Lifetime Plus Benefit, Lifetime Plus II Benefit or Lifetime Plus 10 Benefit

Group A investment options

You can not have more than [25]% of your total contract value in Group A investment Options.

Small Cap

- ___ % AZLSM Columbia Small Cap Value Fund
- ___ % AZLSM Franklin Small Cap Value Fund
- ___ % AZLSM Turner Quantitative Small Cap Growth Fund
- ___ % AZLSM OCC Opportunity Fund
- ___ % AZLSM Small Cap Stock Index Fund

International Equity

- ___ % AZLSM Schroder International Small Cap Fund

Specialty

- ___ % AZLSM Columbia Technology Fund
- ___ % AZLSM Schroder Emerging Markets Equity Fund
- ___ % AZLSM Van Kampen Global Real Estate Fund
- ___ % Davis VA Financial Portfolio
- ___ % Franklin Global Communications Securities Fund
- ___ % PIMCO VIT Commodity RealReturn Strategy Portfolio

Group B investment options

You cannot have more than [70]% of your total contract value in Group A and B investment options.

TargetPLUS (Model Portfolio)

- ___ % AZLSM TargetPLUS Equity Fund

Mid Cap

- ___ % AZLSM Neuberger Berman Regency Fund
- ___ % AZLSM Van Kampen Mid Cap Growth Fund
- ___ % OpCap Mid Cap Portfolio

Large Growth

- ___ % AZLSM Dreyfus Founders Equity Growth Fund
- ___ % AZLSM BlackRock Capital Appreciation Fund
- ___ % AZLSM Jennison Growth Fund
- ___ % AZLSM Legg Mason Growth Fund
- ___ % AZLSM LMP Large Cap Growth Fund

International Equity

- ___ % AZLSM AIM International Equity Fund
- ___ % AZLSM NACM International Fund
- ___ % AZLSM Oppenheimer Global Fund
- ___ % AZLSM Oppenheimer International Growth Fund

International Equity (continued)

- ___ % AZLSM Van Kampen Global Franchise Fund
- ___ % Mutual Discovery Securities Fund
- ___ % Templeton Growth Securities Fund

Large Blend

- ___ % AZLSM First Trust Target Double Play Fund
- ___ % AZLSM Jennison 20/20 Focus Fund
- ___ % AZLSM Legg Mason Value Fund
- ___ % AZLSM Oppenheimer Main Street Fund
- ___ % AZLSM PIMCO Fundamental IndexPLUS Total Return Fund
- ___ % AZLSM S&P 500[®] Index Fund

Large Value

- ___ % AZLSM Davis NY Venture Fund
- ___ % AZLSM OCC Value Fund
- ___ % AZLSM Van Kampen Comstock Fund
- ___ % AZLSM Van Kampen Growth and Income Fund
- ___ % Mutual Shares Securities Fund

Group C investment options

There are no limits on the amount of the contract value that you can have in Group C investment options.

Fusion Portfolios

- ___ % AZL FusionSM Growth Fund
- ___ % AZL FusionSM Moderate Fund
- ___ % AZL FusionSM Balanced Fund

TargetPLUS

- ___ % AZLSM TargetPLUS Growth Fund
- ___ % AZLSM TargetPLUS Moderate Fund
- ___ % AZLSM TargetPLUS Balanced Fund

High Yield Bonds

- ___ % Franklin High Income Fund
- ___ % PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

- ___ % Franklin Zero Coupon Fund 2010
- ___ % PIMCO VIT Emerging Markets Bond Portfolio

Intermediate-Term Bonds (continued)

- ___ % PIMCO VIT Global Bond Portfolio (Unhedged)
- ___ % PIMCO VIT Real Return Portfolio
- ___ % PIMCO VIT Total Return Portfolio
- ___ % Templeton Global Income Securities Fund

Short-Term Bonds

- ___ % Franklin U.S. Government Fund

Cash Equivalent

- ___ % AZLSM Money Market Fund

Specialty

- ___ % AZLSM Van Kampen Equity and Income Fund
- ___ % Franklin Income Securities Fund
- ___ % Franklin Templeton VIP Founding Funds Allocation Fund
- ___ % PIMCO VIT All Asset Portfolio
- ___ % BlackRock Global Allocation V.I. Fund

Continued on next page

[10.] Purchase payment allocation (Continued)

You may select up to [15] investment options. You must make allocations in whole percentages (33.3% or dollars are not permitted).

Target Date Retirement Benefit

Group A investment options

Small Cap

- ____ % AZLSM Columbia Small Cap Value Fund
- ____ % AZLSM Franklin Small Cap Value Fund
- ____ % AZLSM Turner Quantitative Small Cap Growth Fund
- ____ % AZLSM OCC Opportunity Fund
- ____ % AZLSM Small Cap Stock Index Fund

International Equity

- ____ % AZLSM Schroder International Small Cap Fund

Specialty

- ____ % AZLSM Columbia Technology Fund
- ____ % AZLSM Schroder Emerging Markets Equity Fund
- ____ % AZLSM Van Kampen Global Real Estate Fund
- ____ % Davis VA Financial Portfolio
- ____ % Franklin Global Communications Securities Fund
- ____ % PIMCO VIT Commodity RealReturn Strategy Portfolio

Group B investment options

TargetPLUS (Model Portfolio)

- ____ % AZLSM TargetPLUS Equity Fund

Mid Cap

- ____ % AZLSM Neuberger Berman Regency Fund
- ____ % AZLSM Van Kampen Mid Cap Growth Fund
- ____ % OpCap Mid Cap Portfolio

Large Growth

- ____ % AZLSM Dreyfus Founders Equity Growth Fund
- ____ % AZLSM BlackRock Capital Appreciation Fund
- ____ % AZLSM Jennison Growth Fund
- ____ % AZLSM Legg Mason Growth Fund
- ____ % AZLSM LMP Large Cap Growth Fund

International Equity

- ____ % AZLSM AIM International Equity Fund
- ____ % AZLSM NACM International Fund
- ____ % AZLSM Oppenheimer Global Fund
- ____ % AZLSM Oppenheimer International Growth Fund

International Equity (continued)

- ____ % AZLSM Van Kampen Global Franchise Fund
- ____ % Mutual Discovery Securities Fund
- ____ % Templeton Growth Securities Fund

Large Blend

- ____ % AZLSM First Trust Target Double Play Fund
- ____ % AZLSM Jennison 20/20 Focus Fund
- ____ % AZLSM Legg Mason Value Fund
- ____ % AZLSM Oppenheimer Main Street Fund
- ____ % AZLSM PIMCO Fundamental IndexPLUS Total Return Fund
- ____ % AZLSM S&P 500[®] Index Fund

Large Value

- ____ % AZLSM Davis NY Venture Fund
- ____ % AZLSM OCC Value Fund
- ____ % AZLSM Van Kampen Comstock Fund
- ____ % AZLSM Van Kampen Growth and Income Fund
- ____ % Mutual Shares Securities Fund

Group X investment options

Fusion Portfolios

- ____ % AZL FusionSM Growth Fund
- ____ % AZL FusionSM Moderate Fund

TargetPLUS

- ____ % AZLSM TargetPLUS Growth Fund
- ____ % AZLSM TargetPLUS Moderate Fund

Specialty

- ____ % Franklin Templeton VIP Founding Funds Allocation Fund
- ____ % AZLSM Van Kampen Equity and Income Fund
- ____ % BlackRock Global Allocation V.I. Fund

Group Y investment options

Fusion Portfolios

- ____ % AZL FusionSM Balanced Fund

TargetPLUS

- ____ % AZLSM TargetPLUS Balanced Fund

High Yield Bonds

- ____ % Franklin High Income Fund
- ____ % PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

- ____ % Franklin Zero Coupon Fund 2010
- ____ % PIMCO VIT Emerging Markets Bond Portfolio
- ____ % PIMCO VIT Global Bond Portfolio (Unhedged)
- ____ % PIMCO VIT Real Return Portfolio

Intermediate-Term Bonds (continued)

- ____ % PIMCO VIT Total Return Portfolio
- ____ % Templeton Global Income Securities Fund

Short-Term Bonds

- ____ % Franklin U.S. Government Fund

Cash Equivalent

- ____ % AZLSM Money Market Fund

Specialty

- ____ % Franklin Income Securities Fund
- ____ % PIMCO VIT All Asset Portfolio

Total of _____ % (must equal 100%)

[11.] Telephone authorization

Yes By checking "yes," I am authorizing and directing Allianz to act on telephone or electronic instructions from the registered representative and/or anyone authorized by him/her to transfer contract values among the investment options. **If the box is not checked, this authorization will be permitted for the owner only.** Allianz will use reasonable procedures to confirm that these instructions are authorized as genuine. As long as these procedures are followed, Allianz and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost. The electronic transaction privilege may be modified or withdrawn at the discretion of the company.

[12.] Replacement (This section must be completed.)

Do you have existing life insurance or annuity contracts? Yes No
 Will the annuity contract applied for replace or change existing contracts or policies? Yes No

If there is existing coverage, states that have adopted the NAIC Model Replacement Regulation or a variation of the Model, require that the replacement form be completed even if a replacement is not indicated. For a replacement in any state, attach the appropriate replacement form for the state in which the application is taken. The registered representative must also complete Section 13 regarding replacement.

[13.] Registered representative

By signing below, the registered representative/agent certifies to the following:

I am FINRA registered and state licensed for variable annuity contracts in all required jurisdictions; and I provided the owner(s) with the most current prospectus. To the best of my knowledge, the applicant: **DOES** **DOES NOT** have existing life insurance policies or annuity contracts. To the best of my knowledge and belief, this application **DOES** **DOES NOT** involve replacement of existing life insurance or annuities. If a replacement, include a copy of each disclosure statement and a list of companies involved.

Registered representative's signature	B/D Rep. ID
Registered representative's first and last name (please print)	Percent split
Registered representative's signature (split case)	B/D Rep. ID
Registered representative's first and last name (please print) (split case)	Percent split
Registered representative's signature (split case)	B/D Rep. ID
Registered representative's first and last name (please print) (split case)	Percent split
Registered representative's address	Registered representative's telephone number
Broker/dealer name (please print)	
Authorized signature broker/dealer (if required)	
Commission options (please check one) <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

[14.] Statement of applicant

The following states require applicants to read and acknowledge the statement for your state below.

Arizona: This contract may be returned within 10 days **or within 30 days if you are age 65 or older on the date of the application**, if you are dissatisfied for any reason. It can be mailed or delivered to either us or the representative who sold it. Return of this contract by mail is effective on being postmarked, properly addressed and postage prepaid. We will refund an amount equal to the sum of the difference between the premiums paid; including any contract fees or other charges, and the amounts allocated to any separate accounts under the contract on the date the returned contract is received by us. We have the right to allocate Purchase Payments to the Money Market Investment Option until the expiration of the Right to Examine period. If we so allocate Purchase Payments, we will refund the greater of the Purchase Payments less any withdrawals, or the Contract Value. On written request, we are required to provide you, within a reasonable time, reasonable factual information regarding the benefits and provisions of this annuity contract.

Arkansas, Kentucky, Louisiana, Maine, New Mexico, Ohio, Tennessee, and West Virginia: Any person who knowingly, and with intent to defraud any insurance company, submits an application or files a statement of claim containing any false, incomplete, or misleading information, commits a fraudulent insurance act, which is a crime, and may be subject to criminal prosecution and civil penalties. In ME and TN, additional penalties may include imprisonment, fines, or denial of insurance benefits.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance

company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia and Virginia: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act in DC, subjects such person to criminal and civil penalties. In VA, it is considered a fraudulent act and subjects such person to criminal and civil penalties. In DC and VA, additional penalties may include imprisonment and/or fines, or denial of insurance benefits.

Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Vermont: I understand that this variable annuity is not a bank deposit; is not federally insured; is not endorsed by any bank or government agency; is not guaranteed; and may be subject to loss of principal.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

By signing below, the owner acknowledges the statements mentioned above and understands that or agrees to the following:

I received a prospectus and have determined that the variable annuity applied for is not unsuitable for my investment objectives, financial situation, and financial needs. It is a long-term commitment to meet financial needs and goals. **I understand that the contract value and variable annuity payments may increase or decrease depending on the investment results of the variable investment choices, and that no minimum contract value or variable annuity payment is guaranteed.** To the best of my knowledge and belief, all statements and answers in this application are complete and true. It is further agreed that these statements and answers will become a part of any contract to be issued. No representative is authorized to modify this agreement or waive any Allianz rights or requirements.

Please send me a statement of additional information (Also available on the SEC Web site, [<http://www.sec.gov>])

Owner/Trustee/Authorized Signer Signature	Joint Owner/Trustee/Authorized Signer Signature
Signed at (City, State)	Date signed

15. Home Office use only

If Allianz Life Insurance Company of North America makes a change in this space in order to correct any apparent errors or omissions, it will be approved by acceptance of this contract by the owner(s); however, any material change must be accepted in writing by the owner(s). Changes to this application that affect product, benefits, amount of insurance, or age require acceptance by owner(s).

Please call the Allianz Service Center with any questions at [800-624-0197.]

Mailing information

Applications that **HAVE** a check attached

Regular mail

Allianz Service Center
PO Box 824240
Philadelphia, PA 19182-4240

Overnight, certified, or registered

Allianz Service Center 824240
c/o PNC Bank Lockbox
312 W Route 38 and East Gate Drive
Moorestown, NJ 08057-4240

Applications that **DO NOT HAVE** a check attached

Regular mail

Allianz Service Center
PO Box 1122
Southeastern, PA 19398-1122

Overnight, certified, or registered

Allianz Service Center
300 Berwyn Park
Berwyn, PA 19312-1179

[Allianz ConnectionsSM] Application

Individual flexible purchase payment variable deferred annuity application. Issued by Allianz Life Insurance Company of North America (Allianz), Minneapolis, MN.

[DA _____]

1. Account registration

Owner is individual (Please see optional rider section for issue age restriction)

Individual owner first name	MI	Last name	Jr., Sr., III
-----------------------------	----	-----------	---------------

Owner is Trust Qualified plan Custodian (If Trust, please include the date of Trust in the name)

Non-individual owner name (If Trust is owner, please refer to Trustee representation form)

Tax ID number	Social Security number
---------------	------------------------

Street address

City	State	ZIP code	Daytime telephone number
------	-------	----------	--------------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yy)	Are you a U.S. citizen? (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--------------------------	--

Joint owner (Please see optional rider section for issue age restriction) (Must be the spouse of the owner except in the state of CA)

First name	MI	Last name	Jr., Sr., III
------------	----	-----------	---------------

Street address

City	State	ZIP code	Daytime telephone number
------	-------	----------	--------------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yy)	Are you a U.S. citizen? (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--------------------------	--

Relationship to owner	Social Security number
-----------------------	------------------------

Annuitant (Please see optional rider section for issue age restriction)

First name	MI	Last name	Jr., Sr., III
------------	----	-----------	---------------

Street address

City	State	ZIP code	Daytime telephone number
------	-------	----------	--------------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Social Security number	Date of birth (mm/dd/yy)	Are you a U.S. citizen? (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	------------------------	--------------------------	--

2. Purchase payment (This section must be completed; please make check payable to Allianz)

[\$10,000 minimum purchase payment required. \$25,000 minimum purchase payment required with No Withdrawal Charge Option.]

Purchase payment amount \$ _____

Purchase payment enclosed with application.

This contract will be funded by a 1035 exchange, tax qualified transfer/rollover, CD transfer, or mutual fund redemption.
(please include the appropriate forms.)

3. Plan specifics (This section must be completed to indicate how this contract should be issued)

Nonqualified: <input type="checkbox"/>	Qualified IRA: <input type="checkbox"/> IRA	Roth IRA <input type="checkbox"/>	SEP IRA <input type="checkbox"/>	Roth conversion <input type="checkbox"/>	(Contribution for tax year _____)
Qualified plans: <input type="checkbox"/> 401 <input type="checkbox"/> 401 one person defined benefit					

4. Beneficiary designation (If more than four beneficiaries, attach a list signed by owner(s).)

For jointly owned contracts, the surviving joint owner is the sole primary beneficiary. Spousal joint owners may also name contingent beneficiaries. Non-spousal joint owners cannot name contingent beneficiaries.

If the beneficiary is a trust, qualified plan, or custodian, please check the box and include the name below Trust 401 qualified plan Custodian

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			

Non-individual beneficiary information
(If trust, please include date of trust in name)(If owner is a 401 qualified plan, the plan must be the beneficiary)

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			

First name	MI	Last name
------------	----	-----------

Relationship

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			

First name	MI	Last name
------------	----	-----------

Relationship

<input type="checkbox"/> Primary	Percentage	Tax ID number	Social Security number
<input type="checkbox"/> Contingent			

First name	MI	Last name
------------	----	-----------

Relationship

(If more than four beneficiaries, attach a list signed by owner.)

[5. Optional provisions - Each additional option carries an additional charge. (check only one)]

• If no Optional Provision is selected, the Base Contract (7 year surrender) will be issued at no additional charge.

- Short Withdrawal Charge Option***: Not available with No Withdrawal Charge Option.
- No Withdrawal Charge Option**: Not available with the Short Withdrawal Charge Option. You must select the Lifetime Plus II Benefit or Lifetime Plus 10 Benefit with this option.

*For the Short Withdrawal Charge Option, purchase payments will be limited to the first contract year.

[6. Optional death benefit - Carries an additional charge.]

- Quarterly Value Death Benefit**: If you do not select the Quarterly Value Death Benefit, the contract provides a Traditional Death Benefit at no additional cost.

[7. Optional riders - Each additional option carries an additional charge. (check only one)]

- No Living Benefit** (No additional cost.)
- Lifetime Plus II Benefit** – Please fill out the Covered Person(s) Selection section. **The Oldest Covered Person must be age 80 or younger.**
- Lifetime Plus 10 Benefit** – Please fill out the Covered Person(s) Selection section. **The Oldest Covered Person must be age 80 or younger.**
- Target Date Retirement Benefit*** – Please fill out the Target date requirements section. **Must be age 80 or younger.** This benefit is not available with the No Withdrawal Charge Option.

By selecting the Lifetime Plus II Benefit, Lifetime Plus 10 Benefit, or Target Date Retirement Benefit, I consent that Allianz may reallocate my contract value in accordance with the asset allocation and transfer provisions in the contract.

* For the Target Date Retirement Benefit, purchase payments will be limited to the first three contract years. If you chose both the Short Withdrawal Charge Option and the Target Date Retirement Benefit Rider, we will limit purchase payments to the first contract year.

[8.] Covered Person(s) Selection (select one)

Single Life Payout¹:

Name _____

Check one: Owner Joint Owner Annuitant, if owned by a non-individual

Date of birth ____/____/____ **(proof of age required** – Please include copy of driver’s license, birth certificate, or any other governmental recognized identification)

¹For single Lifetime Plus Payments:

- If the contract is solely owned, the Covered Person is the Owner.
- If the contract is owned by a non-individual, the Covered Person is the Annuitant.
- If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the maximum age restriction for adding the [Lifetime Plus II Benefit or Lifetime Plus 10 Benefit] to your contract.

Joint Life Payout²:

Spouse's name _____

Spouse's date of birth ____/____/____ **(proof of age required** – Please include copy of driver’s license, birth certificate, or any other governmental recognized identification)

Spouse’s gender: Male Female

Relationship to contract owner (check one) Spousal joint owner (nonqualified)
 Spousal sole beneficiary (qualified or non-individual, nonqualified)

Spouses must qualify as such under federal law until the [Lifetime Plus II Benefit or Lifetime Plus 10 Benefit] terminates. If at any time before the [Lifetime Plus II Benefit or Lifetime Plus 10 Benefit] terminates you are no longer spouses you must send us notice.

²For joint Lifetime Plus Payments you and your spouse are the Covered Person(s).

For joint Lifetime Plus Payments under contracts that are not qualified under the tax code:

- spouses must be joint owners, or
- one spouse must be the annuitant and the other spouse must be the sole primary beneficiary if the sole owner is a non individual, or
- one spouse must be the sole owner and annuitant and the other spouse must be the sole primary beneficiary.

For joint Lifetime Plus Payments under contracts that are qualified under the tax code:

- one spouse must be the sole owner and annuitant and the other spouse must be the sole primary beneficiary, or
- one spouse must be the annuitant and the other spouse must be the sole primary beneficiary if the sole owner is a non-individual, or
- if we require a non-individual owner to be the beneficiary, then one spouse must be the annuitant and the other spouse must be the sole contingent beneficiary solely for the purpose of determining the Lifetime Plus Payment.

¹The older person must be age [80] or younger at issue.

² Joint Lifetime Plus Payments may not be available for some contracts owned by a non-individual.

9. Target date requirements

Please select the Contract Anniversary on which you would like your Initial Target Value Date to fall. This must be the seventh or later Contract Anniversary. Once you select your Initial Target Value Date, indicate your Purchase Payment Allocation instructions in Section 10 in accordance with the following guidelines. **Contract Anniversary Year for the Initial Target Value Date** _____

Years until initial Target Value Date	Maximum in A+B+X	Maximum in A	Minimum in Y
12 or more	95%	30%	5%
11	90%	30%	10%
10	85%	25%	15%
9	80%	25%	20%
8	75%	20%	25%
7	70%	20%	30%

[10.] Purchase payment allocation

Complete this section for allocations and Dollar Cost Averaging (DCA) source investment choices based on section 7 of this form.

Choose 1: six month DCA program 12 month DCA program

Please note: If DCA is being requested, 100% of your initial Purchase Payment will be applied to the DCA Money Market Account. Please complete the allocations below as to what you would like as your DCA Target Fund Instructions. The DCA program is available only during the Accumulation Phase. You may select up to [15] investment options. You must make allocations in whole percentages (33.3% or dollars are not permitted). If you select the Lifetime Plus II Benefit or Lifetime Plus 10 Benefit you must meet the investment options requirements stated next to each group.

No Optional Benefit, Lifetime Plus II Benefit or Lifetime Plus 10 Benefit

Group A investment options

You can not have more than [25]% of your total contract value in Group A investment Options.

Small Cap

- ___ % AZLSM Columbia Small Cap Value Fund
- ___ % AZLSM Franklin Small Cap Value Fund
- ___ % AZLSM Turner Quantitative Small Cap Growth Fund
- ___ % AZLSM OCC Opportunity Fund
- ___ % AZLSM Small Cap Stock Index Fund

International Equity

- ___ % AZLSM Schroder International Small Cap Fund

Specialty

- ___ % AZLSM Columbia Technology Fund
- ___ % AZLSM Schroder Emerging Markets Equity Fund
- ___ % AZLSM Van Kampen Global Real Estate Fund
- ___ % Davis VA Financial Portfolio
- ___ % Franklin Global Communications Securities Fund
- ___ % PIMCO VIT Commodity RealReturn Strategy Portfolio

Group B investment options

You cannot have more than [70]% of your total contract value in Group A and B investment options.

TargetPLUS (Model Portfolio)

- ___ % AZLSM TargetPLUS Equity Fund

Mid Cap

- ___ % AZLSM Neuberger Berman Regency Fund
- ___ % AZLSM Van Kampen Mid Cap Growth Fund
- ___ % OpCap Mid Cap Portfolio

Large Growth

- ___ % AZLSM Dreyfus Founders Equity Growth Fund
- ___ % AZLSM BlackRock Capital Appreciation Fund
- ___ % AZLSM Jennison Growth Fund
- ___ % AZLSM Legg Mason Growth Fund
- ___ % AZLSM LMP Large Cap Growth Fund

International Equity

- ___ % AZLSM AIM International Equity Fund
- ___ % AZLSM NACM International Fund
- ___ % AZLSM Oppenheimer Global Fund
- ___ % AZLSM Oppenheimer International Growth Fund

International Equity (continued)

- ___ % AZLSM Van Kampen Global Franchise Fund
- ___ % Mutual Discovery Securities Fund
- ___ % Templeton Growth Securities Fund

Large Blend

- ___ % AZLSM First Trust Target Double Play Fund
- ___ % AZLSM Jennison 20/20 Focus Fund
- ___ % AZLSM Legg Mason Value Fund
- ___ % AZLSM Oppenheimer Main Street Fund
- ___ % AZLSM PIMCO Fundamental IndexPLUS Total Return Fund
- ___ % AZLSM S&P 500[®] Index Fund

Large Value

- ___ % AZLSM Davis NY Venture Fund
- ___ % AZLSM OCC Value Fund
- ___ % AZLSM Van Kampen Comstock Fund
- ___ % AZLSM Van Kampen Growth and Income Fund
- ___ % Mutual Shares Securities Fund

Group C investment options

There are no limits on the amount of the contract value that you can have in Group C investment options.

Fusion Portfolios

- ___ % AZL FusionSM Growth Fund
- ___ % AZL FusionSM Moderate Fund
- ___ % AZL FusionSM Balanced Fund

TargetPLUS

- ___ % AZLSM TargetPLUS Growth Fund
- ___ % AZLSM TargetPLUS Moderate Fund
- ___ % AZLSM TargetPLUS Balanced Fund

High Yield Bonds

- ___ % Franklin High Income Fund
- ___ % PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

- ___ % Franklin Zero Coupon Fund 2010
- ___ % PIMCO VIT Emerging Markets Bond Portfolio

Intermediate-Term Bonds (continued)

- ___ % PIMCO VIT Global Bond Portfolio (Unhedged)
- ___ % PIMCO VIT Real Return Portfolio
- ___ % PIMCO VIT Total Return Portfolio
- ___ % Templeton Global Income Securities Fund

Short-Term Bonds

- ___ % Franklin U.S. Government Fund

Cash Equivalent

- ___ % AZLSM Money Market Fund

Specialty

- ___ % AZLSM Van Kampen Equity and Income Fund
- ___ % Franklin Income Securities Fund
- ___ % Franklin Templeton VIP Founding Funds Allocation Fund
- ___ % PIMCO VIT All Asset Portfolio
- ___ % BlackRock Global Allocation V.I. Fund

Continued on next page

[10.] Purchase payment allocation (Continued)

You may select up to [15] investment options. You must make allocations in whole percentages (33.3% or dollars are not permitted).

Target Date Retirement Benefit

Group A investment options

Small Cap

- ___ % AZLSM Columbia Small Cap Value Fund
- ___ % AZLSM Franklin Small Cap Value Fund
- ___ % AZLSM Turner Quantitative Small Cap Growth Fund
- ___ % AZLSM OCC Opportunity Fund
- ___ % AZLSM Small Cap Stock Index Fund

International Equity

- ___ % AZLSM Schroder International Small Cap Fund

Specialty

- ___ % AZLSM Columbia Technology Fund
- ___ % AZLSM Schroder Emerging Markets Equity Fund
- ___ % AZLSM Van Kampen Global Real Estate Fund
- ___ % Davis VA Financial Portfolio
- ___ % Franklin Global Communications Securities Fund
- ___ % PIMCO VIT Commodity RealReturn Strategy Portfolio

Group B investment options

TargetPLUS (Model Portfolio)

- ___ % AZLSM TargetPLUS Equity Fund

Mid Cap

- ___ % AZLSM Neuberger Berman Regency Fund
- ___ % AZLSM Van Kampen Mid Cap Growth Fund
- ___ % OpCap Mid Cap Portfolio

Large Growth

- ___ % AZLSM Dreyfus Founders Equity Growth Fund
- ___ % AZLSM BlackRock Capital Appreciation Fund
- ___ % AZLSM Jennison Growth Fund
- ___ % AZLSM Legg Mason Growth Fund
- ___ % AZLSM LMP Large Cap Growth Fund

International Equity

- ___ % AZLSM AIM International Equity Fund
- ___ % AZLSM NACM International Fund
- ___ % AZLSM Oppenheimer Global Fund
- ___ % AZLSM Oppenheimer International Growth Fund

International Equity (continued)

- ___ % AZLSM Van Kampen Global Franchise Fund
- ___ % Mutual Discovery Securities Fund
- ___ % Templeton Growth Securities Fund

Large Blend

- ___ % AZLSM First Trust Target Double Play Fund
- ___ % AZLSM Jennison 20/20 Focus Fund
- ___ % AZLSM Legg Mason Value Fund
- ___ % AZLSM Oppenheimer Main Street Fund
- ___ % AZLSM PIMCO Fundamental IndexPLUS Total Return Fund
- ___ % AZLSM S&P 500[®] Index Fund

Large Value

- ___ % AZLSM Davis NY Venture Fund
- ___ % AZLSM OCC Value Fund
- ___ % AZLSM Van Kampen Comstock Fund
- ___ % AZLSM Van Kampen Growth and Income Fund
- ___ % Mutual Shares Securities Fund

Group X investment options

Fusion Portfolios

- ___ % AZL FusionSM Growth Fund
- ___ % AZL FusionSM Moderate Fund

TargetPLUS

- ___ % AZLSM TargetPLUS Growth Fund
- ___ % AZLSM TargetPLUS Moderate Fund

Specialty

- ___ % Franklin Templeton VIP Founding Funds Allocation Fund
- ___ % AZLSM Van Kampen Equity and Income Fund
- ___ % BlackRock Global Allocation V.I. Fund

Group Y investment options

Fusion Portfolios

- ___ % AZL FusionSM Balanced Fund

TargetPLUS

- ___ % AZLSM TargetPLUS Balanced Fund

High Yield Bonds

- ___ % Franklin High Income Fund
- ___ % PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

- ___ % Franklin Zero Coupon Fund 2010
- ___ % PIMCO VIT Emerging Markets Bond Portfolio
- ___ % PIMCO VIT Global Bond Portfolio (Unhedged)
- ___ % PIMCO VIT Real Return Portfolio

Intermediate-Term Bonds (continued)

- ___ % PIMCO VIT Total Return Portfolio
- ___ % Templeton Global Income Securities Fund

Short-Term Bonds

- ___ % Franklin U.S. Government Fund

Cash Equivalent

- ___ % AZLSM Money Market Fund

Specialty

- ___ % Franklin Income Securities Fund
- ___ % PIMCO VIT All Asset Portfolio

Total of _____ % (must equal 100%)

[11.] Telephone authorization

Yes By checking "yes," I am authorizing and directing Allianz to act on telephone or electronic instructions from the registered representative and/or anyone authorized by him/her to transfer contract values among the investment options. **If the box is not checked, this authorization will be permitted for the owner only.** Allianz will use reasonable procedures to confirm that these instructions are authorized as genuine. As long as these procedures are followed, Allianz and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost. The electronic transaction privilege may be modified or withdrawn at the discretion of the company.

[12.] Replacement (This section must be completed.)

Do you have existing life insurance or annuity contracts? Yes No

Will the annuity contract applied for replace or change existing contracts or policies? Yes No

If there is existing coverage, states that have adopted the NAIC Model Replacement Regulation or a variation of the Model, require that the replacement form be completed even if a replacement is not indicated. For a replacement in any state, attach the appropriate replacement form for the state in which the application is taken. The registered representative must also complete Section 13 regarding replacement.

[13.] Registered representative

By signing below, the registered representative/agent certifies to the following:

I am FINRA registered and state licensed for variable annuity contracts in all required jurisdictions; and I provided the owner(s) with the most current prospectus. To the best of my knowledge, the applicant: **DOES** **DOES NOT** have existing life insurance policies or annuity contracts. To the best of my knowledge and belief, this application **DOES** **DOES NOT** involve replacement of existing life insurance or annuities. If a replacement, include a copy of each disclosure statement and a list of companies involved.

Registered representative's signature	B/D Rep. ID	
Registered representative's first and last name (please print)	Percent split	
Registered representative's signature (split case)	B/D Rep. ID	
Registered representative's first and last name (please print) (split case)	Percent split	
Registered representative's signature (split case)	B/D Rep. ID	
Registered representative's first and last name (please print) (split case)	Percent split	
Registered representative's address	Registered representative's telephone number	
Broker/dealer name (please print)		
Authorized signature broker/dealer (if required)		

Commission options (please check one) <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C

[14.] Statement of applicant

The following states require applicants to read and acknowledge the statement for your state below.

Arizona: This contract may be returned within 10 days **or within 30 days if you are age 65 or older on the date of the application**, if you are dissatisfied for any reason. It can be mailed or delivered to either us or the representative who sold it. Return of this contract by mail is effective on being postmarked, properly addressed and postage prepaid. We will refund an amount equal to the sum of the difference between the premiums paid; including any contract fees or other charges, and the amounts allocated to any separate accounts under the contract on the date the returned contract is received by us. We have the right to allocate Purchase Payments to the Money Market Investment Option until the expiration of the Right to Examine period. If we so allocate Purchase Payments, we will refund the greater of the Purchase Payments less any withdrawals, or the Contract Value. On written request, we are required to provide you, within a reasonable time, reasonable factual information regarding the benefits and provisions of this annuity contract.

Arkansas, Kentucky, Louisiana, Maine, New Mexico, Ohio, Tennessee, and West Virginia: Any person who knowingly, and with intent to defraud any insurance company, submits an application or files a statement of claim containing any false, incomplete, or misleading information, commits a fraudulent insurance act, which is a crime, and may be subject to criminal prosecution and civil penalties. In ME and TN, additional penalties may include imprisonment, fines, or denial of insurance benefits.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance

company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia and Virginia: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act in DC, subjects such person to criminal and civil penalties. In VA, it is considered a fraudulent act and subjects such person to criminal and civil penalties. In DC and VA, additional penalties may include imprisonment and/or fines, or denial of insurance benefits.

Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Vermont: I understand that this variable annuity is not a bank deposit; is not federally insured; is not endorsed by any bank or government agency; is not guaranteed; and may be subject to loss of principal.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

By signing below, the owner acknowledges the statements mentioned above and understands that or agrees to the following:

I received a prospectus and have determined that the variable annuity applied for is not unsuitable for my investment objectives, financial situation, and financial needs. It is a long-term commitment to meet financial needs and goals. **I understand that the contract value and variable annuity payments may increase or decrease depending on the investment results of the variable investment choices, and that no minimum contract value or variable annuity payment is guaranteed.** To the best of my knowledge and belief, all statements and answers in this application are complete and true. It is further agreed that these statements and answers will become a part of any contract to be issued. No representative is authorized to modify this agreement or waive any Allianz rights or requirements.

Please send me a statement of additional information (Also available on the SEC Web site, [<http://www.sec.gov>])

Owner/Trustee/Authorized Signer Signature	Joint Owner/Trustee/Authorized Signer Signature
Signed at (City, State)	Date signed

15. Home Office use only

If Allianz Life Insurance Company of North America makes a change in this space in order to correct any apparent errors or omissions, it will be approved by acceptance of this contract by the owner(s); however, any material change must be accepted in writing by the owner(s). Changes to this application that affect product, benefits, amount of insurance, or age require acceptance by owner(s).

Please call the Allianz Service Center with any questions at [800-624-0197.]

Mailing information

Applications that **HAVE** a check attached

Regular mail
Allianz Service Center
PO Box 824240
Philadelphia, PA 19182-4240

Overnight, certified, or registered
Allianz Service Center 824240
c/o PNC Bank Lockbox
312 W Route 38 and East Gate Drive
Moorestown, NJ 08057-4240

Applications that **DO NOT HAVE** a check attached

Regular mail
Allianz Service Center
PO Box 1122
Southeastern, PA 19398-1122

Overnight, certified, or registered
Allianz Service Center
300 Berwyn Park
Berwyn, PA 19312-1179

SERFF Tracking Number: ALLC-125707828 State: Arkansas
Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 39392
Company Tracking Number: S40795-01 ET AL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Vision Connections S40795-01
Project Name/Number: Vision Connections S40795-01/Vision Connections S40795-01

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ALLC-125707828 State: Arkansas
Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 39392
Company Tracking Number: S40795-01 ET AL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Vision Connections S40795-01
Project Name/Number: Vision Connections S40795-01/Vision Connections S40795-01

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 06/24/2008
Comments:
Attachment:
AR Cerification for Regulation 19 10B.pdf

Review Status:
Satisfied -Name: Statement of Variability 06/24/2008
Comments:
Attachment:
Application and LP10 Rider SOV Refle 6.20.08.pdf

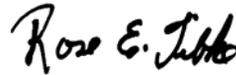
Review Status:
Satisfied -Name: Certificate of Readability 06/24/2008
Comments:
Attachment:
Certificate of Readability.pdf

Review Status:
Satisfied -Name: Compare document S40795 to S40795-01 06/24/2008
Comments:
Attachment:
S40795 compare to S40795-01.pdf

**CERTIFICATION OF
ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA**

Allianz Life Insurance Company of North America (Allianz) hereby certifies that the filing submission of form meets the provisions of Ark. Regulation 19§10B as well as all applicable requirements of the Arkansas Insurance Department.

06/24/08



Rose E. Tibke
AVP – Director of Product Filing

Statement of Variability
Allianz Life Insurance Company of North America
Application Forms F70031-01 and F70032-01
Rider Form S40795-01

June 20, 2008

Each item is listed in order of appearance on the applicable form. Variable material is denoted as bracketed [] in the form referenced. Paragraphs bracketed [] in their entirety represents sections that will be suppressed if not applicable to options/benefits chosen. Blank boxes for the Minimum, Maximum and Current columns do not require further explanation. Please note that if some of these listed items have not been bracketed on the applicable form(s) submitted to you, please disregard the corresponding explanation.

Application Forms F70031-01 (Vision) and 70032-01 (Connections)

Page #	Variable	Minimum	Maximum	Current	Rationale
1	Company Name				If the company name changes. An informational filing will be submitted if the information changes.
1	Product Name				Variable to indicate product name intended at the time of rollout (may be waiting on trademark approval).
1	DA Number				Internal number we assign to the owner's contract at issue.
1	Section 2 - Purchase Payment	\$2,000	\$50,000	\$10,000 or \$25,000	Set at the time of issue and will not vary, any change will be made to new contracts going forward.
1	Section 3 - Plan Specifics				Based on those that are available at the time of application. Any added or deleted options will be made on a going forward basis to new contracts.
2	Section 5 - Optional provisions				Based on the optional benefits available at the time of issue, these provisions are included or omitted in the application and may include new benefits filed and approved by the Department in the future. Any changes will be made to new contracts going forward.
2	Section 6 - Optional death benefit				Based on the optional benefits available at the time of issue, these provisions are included or omitted in the application and may include new benefits filed and approved by the Department in the future. Any changes will be made to new contracts going forward.
2	Section 7 - Optional riders				Based on the optional benefits available at the time of issue, these provisions are included or omitted in the application and may include new benefits filed and approved by the Department in the future. Any changes will be made to new contracts going forward.
2 - 7	Page Numbers 2 - 7				Based on the plan/benefits available. Bracketed page numbers allow the application to print with correct pagination and without blank areas.
3	Bracketed Section Numbers 8, 10 – 15				Based on the optional benefits available at the time of application, certain sections are included or omitted in the application. Bracketed section numbers allow the application to print in correct sequence and without blank areas.

3	Section 8 - Lifetime Plus Benefit, Lifetime Plus II Benefit, or Lifetime Plus 10 Benefit				Variable for the addition or deletion of benefit options (any new options will be filed and approved prior to addition). Any changes will be made to new contracts going forward.
3	Section 8 – The older person must be age [80] or younger at issue.	70	90	80	Equals the maximum age to add the benefit shown on the contract schedule.
3	Section 9 - Target Date Requirements				This section will populate only if the Target Date Retirement Benefit is available at the time of application. Any changes will be made to new contracts going forward.
4, 5	Section 10 - Number of investment options	5	15	15	Set at the time of application and will not vary, any change will be made to new contracts going forward.
4, 5	Section 10 - Investment Options				Based on those that are available at the time of application, and may change in the future. Any change will be made to new contracts going forward.
6	Section 13 - Registered Representative information				Variable for our Broker Dealers who want to identify more than three commissioned agents and representatives.
6	Section 13 - Commission Options				Variable to allow for the addition or reduction of commission options to choose from.
7	Section 14 – Statement of the Applicant				These disclosures will need to be updated as states adopt or change their fraud language.
7	http://www.sec.gov				The SEC website may change.
7	Service Center phone number				The Service Center phone number will change if the company's information changes.
7	Service Center Address				The name of the Service Office may change if a particular distribution channel has its own distribution service office or if a marketing name is attached to the office. A change to anything other than Allianz will be submitted to the department prior to implementation. The address and telephone number may change if there is a re-location or to reflect a new service office.

Forms S40795-01 Lifetime Plus 10 Benefit Rider (LP10)

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Names and Signatures of Company Officers				These names/signatures will change if the officers change. If officer's names change, we will prepare and submit all required filings at the time of any change.

CERTIFICATE OF READABILITY

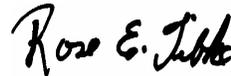
Contract Form	Flesch Score
S40795-01	52.9
F70031-01	50 when read with contract
F70032-01	50 when read with contract

It is hereby certified that each policy form listed above meets the minimum reading ease score required in your state.

The Flesch score was calculated using the text of the entire form. ("Text" is as defined by state regulations).

Each form is readable and complies with all applicable state rules and regulations as to size of print, format and arrangement.

Date: 6/20/2008



Rose E. Tibke
AVP –Director of Product Filing

LIFETIME PLUS 10 BENEFIT RIDER

The Lifetime Plus 10 Benefit is designed to provide a payment stream for life.

This rider forms a part of the Base Contract to which it is attached and is effective as of the Rider Effective Date. In the case of a conflict with any provision in the Base Contract, the provisions of this rider control. Defined terms and contractual provisions are set forth in the Base Contract or are added in this rider. This rider terminates as indicated under the "Conditions for Termination of the Lifetime Plus 10 Benefit Rider" section.

DEFINITIONS

Definitions	Definitions specific to this rider that are not in the Base Contract follow.
10% Annual Increase	A calculation we use in determining the Benefit Base under the Lifetime Plus 10 Benefit.
Base Contract	The contract to which this rider is attached.
Benefit Anniversary	A 12-month anniversary of the Benefit Date.
Benefit Date	The date you exercise the Lifetime Plus 10 Benefit and Lifetime Plus Payments begin. It is also the date we first establish the maximum Lifetime Plus Payment.
Benefit Year	Any period of 12 months commencing with the Benefit Date and each Benefit Anniversary thereafter.
Covered Person(s)	<p>The person(s) on whose lives we base Lifetime Plus Payments. We determine the Covered Person(s) on the Rider Effective Date.</p> <p>For single Lifetime Plus Payments.</p> <ul style="list-style-type: none"> (a) If the contract is solely owned, the Covered Person is the Owner. (b) If the contract is owned by a non-individual, the Covered Person is the Annuitant. (c) If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the maximum age restriction for adding the Lifetime Plus 10 Benefit to your contract. The maximum age is shown on the Contract Schedule. <p>For joint Lifetime Plus Payments, you and your spouse are the Covered Persons.</p> <p>For joint Lifetime Plus Payments under contracts that are not qualified under the tax code:</p> <ul style="list-style-type: none"> (a) spouses must be Joint Owners; or (b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or (c) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary. <p>For joint Lifetime Plus Payments under contracts that are qualified under the tax code:</p> <ul style="list-style-type: none"> (a) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary; or (b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or (c) if we require a non-individual owner to be the beneficiary, then one spouse must be the Annuitant and the other spouse must be the sole contingent Beneficiary solely for the purpose of determining the Lifetime Plus Payment. <p>Spouses must qualify as such under federal law until the Lifetime Plus 10 Benefit terminates. If at any time before the Lifetime Plus 10 Benefit terminates you are no longer spouses you must send us notice.</p>

LIFETIME PLUS 10 BENEFIT RIDER

The Lifetime Plus 10 Benefit is designed to provide a payment stream for life.

This rider forms a part of the Base Contract to which it is attached and is effective as of the Rider Effective Date. In the case of a conflict with any provision in the Base Contract, the provisions of this rider control. Defined terms and contractual provisions are set forth in the Base Contract or are added in this rider. This rider terminates as indicated under the "Conditions for Termination of the Lifetime Plus 10 Benefit Rider" section.

DEFINITIONS

Definitions	Definitions specific to this rider that are not in the Base Contract follow.
10% Annual Increase	A calculation we use in determining the Benefit Base under the Lifetime Plus 10 Benefit.
Base Contract	The contract to which this rider is attached.
Benefit Anniversary	A 12-month anniversary of the Benefit Date.
Benefit Date	The date you exercise the Lifetime Plus 10 Benefit and Lifetime Plus Payments begin. It is also the date we first establish the maximum Lifetime Plus Payment.
Benefit Year	Any period of 12 months commencing with the Benefit Date and each Benefit Anniversary thereafter.
Covered Person(s)	<p>The person(s) on whose lives we base Lifetime Plus Payments. We determine the Covered Person(s) on the Rider Effective Date.</p> <p>For single Lifetime Plus Payments.</p> <ul style="list-style-type: none"> (a) If the contract is solely owned, the Covered Person is the Owner. (b) If the contract is owned by a non-individual, the Covered Person is the Annuitant. (c) If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the maximum age restriction for adding the Lifetime Plus 10 Benefit to your contract. The maximum age is shown on the Contract Schedule. <p>For joint Lifetime Plus Payments, you and your spouse are the Covered Persons.</p> <p>For joint Lifetime Plus Payments under contracts that are not qualified under the tax code:</p> <ul style="list-style-type: none"> (a) spouses must be Joint Owners; or (b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or (c) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary. <p>For joint Lifetime Plus Payments under contracts that are qualified under the tax code:</p> <ul style="list-style-type: none"> (a) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary; or (b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or (c) if we require a non-individual owner to be the beneficiary, then one spouse must be the Annuitant and the other spouse must be the sole contingent Beneficiary solely for the purpose of determining the Lifetime Plus Payment. <p>Spouses must qualify as such under federal law until the Lifetime Plus 10 Benefit terminates. If at any time before the Lifetime Plus 10 Benefit terminates you are no longer spouses you must send us notice.</p>

DEFINITIONS (continued)

Covered Person(s) (continued)

A person no longer qualifies as a Covered Person and is removed from the contract if that person is no longer an Owner, Joint Owner, Annuitant, or Beneficiary as required above.

After we issue the Lifetime Plus 10 Benefit you cannot add or replace a Covered Person. You can remove a Covered Person if you select joint Lifetime Plus Payments. You can only make this change once.

Before the Benefit Date, you can request the removal of a Covered Person within 30 days before a Contract Anniversary by completing the appropriate form. After the Benefit Date you can request the removal of a Covered Person within 30 days before a Benefit Anniversary by completing the appropriate form. We process your request on the Contract Anniversary, or Benefit Anniversary if applicable, that occurs immediately after we receive your request in good order at our Service Center. If the Contract Anniversary or Benefit Anniversary does not occur on a Business Day, we process your request on the next Business Day.

If you remove a Covered Person from your contract, we change the additional Mortality and Expense Risk (M&E) Charge for joint Lifetime Plus Payments to the additional M&E Charge for single Lifetime Plus Payments that is in effect for newly issued contracts as of the date we process your request if we are still offering the Lifetime Plus 10 Benefit. However, if we are no longer offering the Lifetime Plus 10 Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E Charge differs from the current additional M&E Charge you are paying. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single Lifetime Plus Payments that is shown on the Contract Schedule. If we change the additional M&E Charge, we also adjust the number of Accumulation Units so that the Contract Value on the day we process your request remains the same.

If you remove a Covered Person after the Benefit Date we compare your current annual maximum Lifetime Plus Payment to a payment based on the appropriate age-based percentage for single Lifetime Plus Payments for the remaining Covered Person's current age and the current Contract Value as of the Benefit Anniversary that we process your removal request. The age-based payment percentage(s) and age band(s) for single Lifetime Plus Payments are shown on the Contract Schedule. If the payment based on the appropriate age-based percentage for the remaining Covered Person's current age and the current Contract Value is greater, we increase your annual maximum Lifetime Plus Payment to this new amount.

Joint Lifetime Plus Payments may not be available for some contracts that are owned by a non-individual.

Cumulative Withdrawal Value

If you choose to take less than the maximum Lifetime Plus Payment you are entitled to, the difference between the maximum Lifetime Plus Payment and the actual Lifetime Plus Payment you received is available for withdrawal at any time. The Cumulative Withdrawal Value is not available to your Beneficiary upon death.

Cumulative Withdrawals

On or after the Benefit Date, if you take a withdrawal while you are receiving Lifetime Plus Payments, this is the portion of the withdrawal that is less than or equal to the Cumulative Withdrawal Value. Cumulative Withdrawals are not subject to a withdrawal charge and do not reduce any future Lifetime Plus Payments. However, Cumulative Withdrawals reduce the Contract Value, the Cumulative Withdrawal Value, and the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

Excess Withdrawal

On or after the Benefit Date, if you take a withdrawal while you are receiving Lifetime Plus Payments, this is the portion of the withdrawal that is greater than the Cumulative Withdrawal Value. An Excess Withdrawal is subject to a withdrawal charge and reduces the Contract Value, future Lifetime Plus Payments, and the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

DEFINITIONS (continued)

Covered Person(s) (continued)

A person no longer qualifies as a Covered Person and is removed from the contract if that person is no longer an Owner, Joint Owner, Annuitant, or Beneficiary as required above.

After we issue the Lifetime Plus 10 Benefit you cannot add or replace a Covered Person. You can remove a Covered Person if you select joint Lifetime Plus Payments. You can only make this change once.

Before the Benefit Date, you can request the removal of a Covered Person within 30 days before a Contract Anniversary by completing the appropriate form. After the Benefit Date you can request the removal of a Covered Person within 30 days before a Benefit Anniversary by completing the appropriate form. We process your request on the Contract Anniversary, or Benefit Anniversary if applicable, that occurs immediately after we receive your request in good order at our Service Center. If the Contract Anniversary or Benefit Anniversary does not occur on a Business Day, we process your request on the next Business Day.

If you remove a Covered Person from your contract, we change the additional Mortality and Expense Risk (M&E) Charge for joint Lifetime Plus Payments to the additional M&E Charge for single Lifetime Plus Payments that is in effect for newly issued contracts as of the date we process your request if we are still offering the Lifetime Plus 10 Benefit. However, if we are no longer offering the Lifetime Plus 10 Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E Charge differs from the current additional M&E Charge you are paying. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single Lifetime Plus Payments that is shown on the Contract Schedule. If we change the additional M&E Charge, we also adjust the number of Accumulation Units so that the Contract Value on the day we process your request remains the same.

If you remove a Covered Person after the Benefit Date we compare your current annual maximum Lifetime Plus Payment to a payment based on the appropriate age-based percentage for single Lifetime Plus Payments for the remaining Covered Person's current age and the current Contract Value as of the Benefit Anniversary that we process your removal request. The age-based payment percentage(s) and age band(s) for single Lifetime Plus Payments are shown on the Contract Schedule. If the payment based on the appropriate age-based percentage for the remaining Covered Person's current age and the current Contract Value is greater, we increase your annual maximum Lifetime Plus Payment to this new amount.

Joint Lifetime Plus Payments may not be available for some contracts that are owned by a non-individual.

Cumulative Withdrawal Value

If you choose to take less than the maximum Lifetime Plus Payment you are entitled to, the difference between the maximum Lifetime Plus Payment and the actual Lifetime Plus Payment you received is available for withdrawal at any time. The Cumulative Withdrawal Value is not available to your Beneficiary upon death.

Cumulative Withdrawals

On or after the Benefit Date, if you take a withdrawal while you are receiving Lifetime Plus Payments, this is the portion of the withdrawal that is less than or equal to the Cumulative Withdrawal Value. Cumulative Withdrawals are not subject to a withdrawal charge and do not reduce any future Lifetime Plus Payments. However, Cumulative Withdrawals reduce the Contract Value, the Cumulative Withdrawal Value, and the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

Excess Withdrawal

On or after the Benefit Date, if you take a withdrawal while you are receiving Lifetime Plus Payments, this is the portion of the withdrawal that is greater than the Cumulative Withdrawal Value. An Excess Withdrawal is subject to a withdrawal charge and reduces the Contract Value, future Lifetime Plus Payments, and the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

DEFINITIONS (continued)

Lifetime Plus Payment	The payment we make to you under the Lifetime Plus 10 Benefit.
Quarterly Anniversary	The day that occurs three, six, and nine calendar months after the Issue Date or any Contract Anniversary. Quarterly Anniversaries also include Contract Anniversaries. If the Quarterly Anniversary does not occur on a Business Day, we consider it to occur on the next Business Day.
Quarterly Anniversary Value	A calculation we use in determining the Benefit Base under the Lifetime Plus 10 Benefit.

LIFETIME PLUS 10 BENEFIT

Exercising the Lifetime Plus 10 Benefit	<p>To begin receiving Lifetime Plus Payments, all Covered Person(s) must meet the age restrictions shown on the Contract Schedule on the Benefit Date and we must receive a Lifetime Plus Payment election form at our Service Center. Lifetime Plus Payments begin on the Benefit Date.</p> <p>If you begin receiving Lifetime Plus Payments, then beginning on the Benefit Date, the following applies.</p> <ul style="list-style-type: none"> (a) Partial Annuitizations are no longer available. (b) You can no longer make additional Purchase Payments to the contract. (c) The free withdrawal privilege is no longer available to you. (d) You can only change the ownership of the Base Contract if you selected joint Lifetime Plus Payments, and: <ul style="list-style-type: none"> 1) an Owner dies, and the spouse continues the contract; or 2) you remove a Covered Person from the Base Contract who is also an Owner. In this case the remaining Covered Person must become the new sole Owner. (e) The additional M&E Charge for the Lifetime Plus 10 Benefit continues until the Lifetime Plus 10 Benefit terminates or the Contract Value is reduced to zero. (f) If you have the Quarterly Value Death Benefit Rider, the additional M&E Charge for the Quarterly Value Death Benefit continues as long as the Quarterly Value Death Benefit is greater than zero. (g) Each Lifetime Plus Payment, Cumulative Withdrawal, and Excess Withdrawal, including any withdrawal charge, reduces the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable, proportionately by the percentage of Contract Value withdrawn. (h) The Contract Value continues to fluctuate as a result of market performance. (i) Each Lifetime Plus Payment, Cumulative Withdrawal, and Excess Withdrawal, including any withdrawal charge, reduces the Contract Value on a dollar for dollar basis.
--	--

Lifetime Plus Payments	<p>We base the initial annual maximum Lifetime Plus Payment on the Benefit Base and the age band percentage of the Covered Person, or younger Covered Person if you select joint Lifetime Plus Payments. The age band percentages for both single and joint annual maximum Lifetime Plus Payments are shown on the Contract Schedule.</p>
-------------------------------	---

On the Benefit Date and on each subsequent Benefit Anniversary, you may request to receive less than the annual maximum Lifetime Plus Payment by completing the appropriate form within 30 days before the Benefit Date or before a Benefit Anniversary. We process your request on the Benefit Date or on the Benefit Anniversary that occurs immediately after we receive your request in good order at our Service Center. If the Benefit Date or Benefit Anniversary does not occur on a Business Day, we process your request on the next Business Day.

DEFINITIONS (continued)

Lifetime Plus Payment	The payment we make to you under the Lifetime Plus 10 Benefit.
Quarterly Anniversary	The day that occurs three, six, and nine calendar months after the Issue Date or any Contract Anniversary. Quarterly Anniversaries also include Contract Anniversaries. If the Quarterly Anniversary does not occur on a Business Day, we consider it to occur on the next Business Day.
Quarterly Anniversary Value	A calculation we use in determining the Benefit Base under the Lifetime Plus 10 Benefit.

LIFETIME PLUS 10 BENEFIT

Exercising the Lifetime Plus 10 Benefit	<p>To begin receiving Lifetime Plus Payments, all Covered Person(s) must meet the age restrictions shown on the Contract Schedule on the Benefit Date and we must receive a Lifetime Plus Payment election form at our Service Center. Lifetime Plus Payments begin on the Benefit Date.</p> <p>If you begin receiving Lifetime Plus Payments, then beginning on the Benefit Date, the following applies.</p> <ul style="list-style-type: none"> (a) Partial Annuitizations are no longer available. (b) You can no longer make additional Purchase Payments to the contract. (c) The free withdrawal privilege is no longer available to you. (d) You can only change the ownership of the Base Contract if you selected joint Lifetime Plus Payments, and: <ul style="list-style-type: none"> 1) an Owner dies, and the spouse continues the contract; or 2) you remove a Covered Person from the Base Contract who is also an Owner. In this case the remaining Covered Person must become the new sole Owner. (e) The additional M&E Charge for the Lifetime Plus 10 Benefit continues until the Lifetime Plus 10 Benefit terminates or the Contract Value is reduced to zero. (f) If you have the Quarterly Value Death Benefit Rider, the additional M&E Charge for the Quarterly Value Death Benefit continues as long as the Quarterly Value Death Benefit is greater than zero. (g) Each Lifetime Plus Payment, Cumulative Withdrawal, and Excess Withdrawal, including any withdrawal charge, reduces the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable, proportionately by the percentage of Contract Value withdrawn. (h) The Contract Value continues to fluctuate as a result of market performance. (i) Each Lifetime Plus Payment, Cumulative Withdrawal, and Excess Withdrawal, including any withdrawal charge, reduces the Contract Value on a dollar for dollar basis.
--	--

Lifetime Plus Payments	<p>We base the initial annual maximum Lifetime Plus Payment on the Benefit Base and the age band percentage of the Covered Person, or younger Covered Person if you select joint Lifetime Plus Payments. The age band percentages for both single and joint annual maximum Lifetime Plus Payments are shown on the Contract Schedule.</p>
-------------------------------	---

On the Benefit Date and on each subsequent Benefit Anniversary, you may request to receive less than the annual maximum Lifetime Plus Payment by completing the appropriate form within 30 days before the Benefit Date or before a Benefit Anniversary. We process your request on the Benefit Date or on the Benefit Anniversary that occurs immediately after we receive your request in good order at our Service Center. If the Benefit Date or Benefit Anniversary does not occur on a Business Day, we process your request on the next Business Day.

LIFETIME PLUS 10 BENEFIT (continued)

Lifetime Plus Payments (continued)

The amount you request to receive is the annual actual Lifetime Plus Payment. Lifetime Plus Payments are not subject to a withdrawal charge.

On the Benefit Date and on each subsequent Benefit Anniversary, each maximum and actual Lifetime Plus Payment for the Benefit Year is equal to the annual maximum and actual Lifetime Plus Payment divided by the number of payments you selected to receive each year.

Each maximum Lifetime Plus Payment must meet the minimum shown on the Contract Schedule. Each actual Lifetime Plus Payment must either be zero or meet the minimum shown on the Contract Schedule. If the Lifetime Plus Payment date does not fall on a Business Day, we make the payment to you on the next Business Day.

While your Contract Value is positive, you can change the frequency and/or amount of Lifetime Plus Payments on each Benefit Anniversary for the following Benefit Year. You must provide notice of any requested change to the frequency and/or amount of your Lifetime Plus Payment to our Service Center at least 30 days before the Benefit Anniversary. We change the payment frequency and/or amount on the Benefit Anniversary and the change remains in effect until the Benefit Anniversary you request another change to your Lifetime Plus Payments. You cannot change the frequency or amount of Lifetime Plus Payments on or after your Contract Value is reduced to zero.

If you take less than the maximum Lifetime Plus Payment, for each Lifetime Plus Payment we add the difference of the maximum Lifetime Plus Payment minus the actual Lifetime Plus Payment to the Cumulative Withdrawal Value.

If you take a withdrawal while you are receiving Lifetime Plus Payments, any portion that is less than or equal to the Cumulative Withdrawal Value is a Cumulative Withdrawal, and any portion that is greater than the Cumulative Withdrawal Value is an Excess Withdrawal.

You may take all or a portion of the Cumulative Withdrawal Value at any time. A Cumulative Withdrawal reduces the Contract Value and the Cumulative Withdrawal Value on a dollar for dollar basis.

Any Excess Withdrawal reduces your annual maximum and annual actual Lifetime Plus Payment proportionately by the percentage of Contract Value withdrawn, including any withdrawal charge, on the Benefit Anniversary following the Excess Withdrawal. If you take an Excess Withdrawal that reduces your actual Lifetime Plus Payment so that it fails to meet the minimum shown on the Contract Schedule, ~~and we cannot restructure your actual Lifetime Plus Payment to meet this minimum,~~ you must take an Excess Withdrawal of the entire Contract Value. Lifetime Plus Payments then stop, and the Lifetime Plus 10 Benefit and the Base Contract terminate as of the Business Day you took the Excess Withdrawal.

We deduct each actual Lifetime Plus Payment, each Cumulative Withdrawal, and any Excess Withdrawal, including any withdrawal charge, proportionately from the Investment Options. We continue to allocate the Contract Value among the Investment Options according to your instructions while the Contract Value is positive. You can continue to make transfers between the Investment Options while the Contract Value is positive subject to the provisions set out in the Transfers section of the Base Contract and in the Asset Allocation Rider.

When a Lifetime Plus Payment is due, if the Contract Value is positive, but less than the actual Lifetime Plus Payment, we credit your Contract Value with (a) – (b), where:

- (a) is the actual Lifetime Plus Payment, and
- (b) is the Contract Value immediately before we make the actual Lifetime Plus Payment.

We then make the actual Lifetime Plus Payment and reduce the Contract Value to zero.

LIFETIME PLUS 10 BENEFIT (continued)

Lifetime Plus Payments (continued)

The amount you request to receive is the annual actual Lifetime Plus Payment. Lifetime Plus Payments are not subject to a withdrawal charge.

On the Benefit Date and on each subsequent Benefit Anniversary, each maximum and actual Lifetime Plus Payment for the Benefit Year is equal to the annual maximum and actual Lifetime Plus Payment divided by the number of payments you selected to receive each year.

Each maximum Lifetime Plus Payment must meet the minimum shown on the Contract Schedule. Each actual Lifetime Plus Payment must either be zero or meet the minimum shown on the Contract Schedule. If we are unable to structure your initial Lifetime Plus Payment to meet these restrictions, Lifetime Plus Payments are not available to you. If the Lifetime Plus Payment date does not fall on a Business Day, we make the payment to you on the next Business Day.

While your Contract Value is positive, you can change the frequency and/or amount of Lifetime Plus Payments on each Benefit Anniversary for the following Benefit Year. You must provide notice of any requested change to the frequency and/or amount of your Lifetime Plus Payment to our Service Center at least 30 days before the Benefit Anniversary. We change the payment frequency and/or amount on the Benefit Anniversary and the change remains in effect until the Benefit Anniversary you request another change to your Lifetime Plus Payments. You cannot change the frequency or amount of Lifetime Plus Payments on or after the Business Day your Contract Value is reduced to zero.

If you take less than the maximum Lifetime Plus Payment, for each Lifetime Plus Payment we add the difference of the maximum Lifetime Plus Payment minus the actual Lifetime Plus Payment to the Cumulative Withdrawal Value.

If you take a withdrawal while you are receiving Lifetime Plus Payments, any portion that is less than or equal to the Cumulative Withdrawal Value is a Cumulative Withdrawal, and any portion that is greater than the Cumulative Withdrawal Value is an Excess Withdrawal.

You may take all or a portion of the Cumulative Withdrawal Value at any time. A Cumulative Withdrawal reduces the Contract Value and the Cumulative Withdrawal Value on a dollar for dollar basis.

Any Excess Withdrawal reduces your annual maximum and annual actual Lifetime Plus Payment proportionately by the percentage of Contract Value withdrawn, including any withdrawal charge, on the Benefit Anniversary that occurs after the Excess Withdrawal. If you take an Excess Withdrawal that reduces your annual maximum Lifetime Plus Payment so that it fails to meet the minimum shown on the Contract Schedule, you must take an Excess Withdrawal of the entire Contract Value. Lifetime Plus Payments then stop, and the Lifetime Plus 10 Benefit and the Base Contract terminate as of the Business Day you took the Excess Withdrawal.

We deduct each actual Lifetime Plus Payment, each Cumulative Withdrawal, and any Excess Withdrawal, including any withdrawal charge, proportionately from the Investment Options. We continue to allocate the Contract Value among the Investment Options according to your instructions while the Contract Value is positive. You can continue to make transfers between the Investment Options while the Contract Value is positive subject to the provisions set out in the Transfers section of the Base Contract and in the Asset Allocation Rider.

When a Lifetime Plus Payment is due, if the Contract Value is positive, but less than the actual Lifetime Plus Payment, we credit your Contract Value with (a) – (b), where:

(a) is the actual Lifetime Plus Payment, and

(b) is the Contract Value immediately before we make the actual Lifetime Plus Payment.

We then make the actual Lifetime Plus Payment and reduce the Contract Value to zero.

LIFETIME PLUS 10 BENEFIT (continued)

Lifetime Plus Payments (continued)

If your Contract Value is reduced to zero for any reason other than an Excess Withdrawal while the Lifetime Plus 10 Benefit is in effect:

- (a) we pay any remaining Cumulative Withdrawal Value in a single payment;
- (b) you can no longer request to receive less than the maximum Lifetime Plus Payment;
- (c) you can no longer change the frequency of the Lifetime Plus Payments; and
- (d) you receive the maximum Lifetime Plus Payment at the frequency you previously selected, as follows.
 - (i) For single Lifetime Plus Payments where the Contract is solely owned or owned by a non-individual, Lifetime Plus Payments continue until the death of the Covered Person.
 - (ii) For single Lifetime Plus Payments where the contract is jointly owned and the Joint Owners are not spouses, Lifetime Plus Payments continue until the death of any Joint Owner.
 - (iii) For single Lifetime Plus Payments where the contract is jointly owned by spouses, Lifetime Plus Payments continue until the death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, Lifetime Plus Payments continue until the death of the surviving Covered Person.
 - (iv) For joint Lifetime Plus Payments, Lifetime Plus Payments continue until the deaths of both Covered Persons. Upon the death of an Owner who was also a Covered Person, or the death of the Annuitant who was also a Covered Person, if the surviving spouse continues the contract Lifetime Plus Payments continue at 100% of the amount that we were paying when both Covered Persons were alive. If, instead, the surviving spouse receives the death benefit, then Lifetime Plus Payments stop.

If you take an Excess Withdrawal of the entire Contract Value while you are receiving Lifetime Plus Payments, we pay you any remaining Cumulative Withdrawal Value in a single Cumulative Withdrawal payment, Lifetime Plus Payments stop, and the Lifetime Plus 10 Benefit and the Base Contract terminate as of the Business Day you took the Excess Withdrawal.

On or after the Benefit Date, you cannot terminate your Lifetime Plus Payments except by:

- (a) taking an Excess Withdrawal of the entire remaining Contract Value; or
- (b) requesting Annuity Payments under a Full Annuitization based on the greater of the entire remaining Contract Value or the Cumulative Withdrawal Value. The Annuity Payments must meet the minimum shown on the Contract Schedule.

The Benefit Base

You can only access the Benefit Base by taking single or joint Lifetime Plus Payments.

On the Benefit Date, the Benefit Base is equal to the greatest of:

- (a) the Contract Value; or
- (b) the Quarterly Anniversary Value; or
- (c) the 10% Annual Increase.

After the Benefit Date, we no longer calculate the Quarterly Anniversary Value or the 10% Annual Increase, and they cease to exist.

Automatic Annual Payment Increases to the Lifetime Plus Payments

Beginning on the Benefit Date, your Lifetime Plus Payment only increases through the automatic annual payment increase feature. We apply any annual payment increase on each Benefit Anniversary after the Benefit Date. Annual Payment increases are only available before the older Covered Person's 91st birthday.

On each Benefit Anniversary, if you took the entire annual maximum Lifetime Plus Payment during the previous year (either as Lifetime Plus Payments or Cumulative Withdrawals), you receive an increase to your Lifetime Plus Payment if the Contract Value on the current Benefit Anniversary is greater than the Contract Value from the previous Benefit Anniversary. If the Contract Value has increased we calculate the percentage of growth between these two Contract Values and increase your annual maximum Lifetime Plus Payment by this percentage.

LIFETIME PLUS 10 BENEFIT (continued)

Lifetime Plus Payments (continued)

If your Contract Value is reduced to zero for any reason other than an Excess Withdrawal while the Lifetime Plus 10 Benefit is in effect:

- (a) we pay any remaining Cumulative Withdrawal Value in a single payment;
- (b) you can no longer request to receive less than the maximum Lifetime Plus Payment;
- (c) you can no longer change the frequency of the Lifetime Plus Payments; and
- (d) you receive the maximum Lifetime Plus Payment at the frequency you previously selected, as follows.
 - (i) For single Lifetime Plus Payments where the Contract is solely owned or owned by a non-individual, Lifetime Plus Payments continue until the death of the Covered Person.
 - (ii) For single Lifetime Plus Payments where the contract is jointly owned and the Joint Owners are not spouses, Lifetime Plus Payments continue until the death of any Joint Owner.
 - (iii) For single Lifetime Plus Payments where the contract is jointly owned by spouses, Lifetime Plus Payments continue until the death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, Lifetime Plus Payments continue until the death of the surviving Covered Person.
 - (iv) For joint Lifetime Plus Payments, Lifetime Plus Payments continue until the deaths of both Covered Persons. Upon the death of an Owner who was also a Covered Person, or the death of the Annuitant who was also a Covered Person, if the surviving spouse continues the contract Lifetime Plus Payments continue at 100% of the amount that we were paying when both Covered Persons were alive. If, instead, the surviving spouse receives the death benefit, then Lifetime Plus Payments stop.

If you take an Excess Withdrawal of the entire Contract Value while you are receiving Lifetime Plus Payments, we pay you any remaining Cumulative Withdrawal Value in a single Cumulative Withdrawal payment, Lifetime Plus Payments stop, and the Lifetime Plus 10 Benefit and the Base Contract terminate as of the Business Day you took the Excess Withdrawal.

On or after the Benefit Date, you cannot terminate your Lifetime Plus Payments except by:

- (a) taking an Excess Withdrawal of the entire remaining Contract Value; or
- (b) requesting Annuity Payments under a Full Annuitization based on the greater of the entire remaining Contract Value or the Cumulative Withdrawal Value. The Annuity Payments must meet the minimum shown on the Contract Schedule.

The Benefit Base

You can only access the Benefit Base by taking single or joint Lifetime Plus Payments.

On the Benefit Date, the Benefit Base is equal to the greatest of:

- (a) the Contract Value; or
- (b) the Quarterly Anniversary Value; or
- (c) the 10% Annual Increase.

After the Benefit Date, we no longer calculate the Quarterly Anniversary Value or the 10% Annual Increase, and they cease to exist.

Automatic Annual Payment Increases to the Lifetime Plus Payments

Beginning on the Benefit Date, your Lifetime Plus Payment only increases through the automatic annual payment increase feature. We apply any annual payment increase on each Benefit Anniversary after the Benefit Date. Annual Payment increases are only available before the older Covered Person's 91st birthday.

On each Benefit Anniversary, if you took the entire annual maximum Lifetime Plus Payment during the previous year (either as Lifetime Plus Payments or Cumulative Withdrawals), you receive an increase to your Lifetime Plus Payment if the Contract Value on the current Benefit Anniversary is greater than the Contract Value from the previous Benefit Anniversary. If the Contract Value has increased we calculate the percentage of growth between these two Contract Values and increase your annual maximum Lifetime Plus Payment by this percentage.

LIFETIME PLUS 10 BENEFIT (continued)

Automatic Annual Payment Increases to the Lifetime Plus Payments (continued)

On each Benefit Anniversary, regardless of whether or not you take the entire annual maximum Lifetime Plus Payment during the previous year, you receive an increase to your Lifetime Plus Payment if the age-based percentage for the current age of the Covered Person, or younger Covered Person in the case of joint Lifetime Plus Payments, multiplied by the Contract Value ~~as of the~~ Benefit Anniversary results in a higher annual maximum Lifetime Plus Payment.

If you requested a dollar amount that is less than the maximum Lifetime Plus Payment, any automatic annual payment increase does not increase the actual Lifetime Plus Payment. If you requested a percentage of less than 100% of the maximum Lifetime Plus Payment, any automatic annual payment increase increases the actual Lifetime Plus Payment, but does not increase the requested percentage.

Automatic annual payment increases are no longer available ~~when~~ your Contract Value is reduced to zero.

If we apply an annual payment increase to your annual maximum Lifetime Plus Payment, we reserve the right to change the additional M&E Charge for the Lifetime Plus 10 Benefit on every fifth Benefit Anniversary. We can only make this change 60 days after any fifth Benefit Anniversary if you received an annual payment increase on the current Benefit Anniversary or any of the past four Benefit Anniversaries.

If you have not received an increase to your annual maximum Lifetime Plus Payment on the current Benefit Anniversary or any of the past four Benefit Anniversaries, we do not change the additional M&E Charge for the Lifetime Plus 10 Benefit. If you received an increase on the current Benefit Anniversary or any of the past four Benefit Anniversaries, we change the additional M&E Charge for single or joint Lifetime Plus Payments to the additional M&E Charge that is in effect for a newly issued contract as of the most recent fifth Benefit Anniversary if we are still offering the Lifetime Plus 10 Benefit. However, if we are no longer offering the Lifetime Plus 10 Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E charge differs from the current additional M&E Charge you are paying.

We make any change as of the 60th day after the most recent fifth Benefit Anniversary, or on the next Business Day if the 60th day is not a Business Day. If we change the additional M&E Charge, we also adjust the number of Accumulation Units so that the Contract Value on the 60th day remains the same.

If this change decreases the additional M&E Charge for the Lifetime Plus 10 Benefit, then we make the change and send you a confirmation letter.

If this change increases the additional M&E Charge for the Lifetime Plus 10 Benefit, then we send you written notice of the intended increase and provide you at least a 30-day notice period to decline the increase. If you decline the increase:

- (a) you no longer receive annual payment increases to your annual maximum Lifetime Plus Payments; and
- (b) your annual maximum Lifetime Plus Payment amount equals the annual maximum amount that we established on the most recent fifth Benefit Anniversary. Your annual maximum Lifetime Plus Payments do not change until the Lifetime Plus 10 Benefit terminates, unless you take an Excess Withdrawal.

If you do not decline the increase during the 30-day notice period, we increase the additional M&E Charge for the Lifetime Plus 10 Benefit. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single or joint Lifetime Plus Payments shown on the Contract Schedule.

LIFETIME PLUS 10 BENEFIT (continued)

Automatic Annual Payment Increases to the Lifetime Plus Payments (continued)

On each Benefit Anniversary, regardless of whether or not you take the entire annual maximum Lifetime Plus Payment during the previous year, you receive an increase to your Lifetime Plus Payment if the age-based percentage for the current age of the Covered Person, or younger Covered Person in the case of joint Lifetime Plus Payments, multiplied by the Contract Value on the current Benefit Anniversary results in a higher annual maximum Lifetime Plus Payment.

If you requested a dollar amount that is less than the maximum Lifetime Plus Payment, any automatic annual payment increase does not increase the actual Lifetime Plus Payment. If you requested a percentage of less than 100% of the maximum Lifetime Plus Payment, any automatic annual payment increase increases the actual Lifetime Plus Payment, but does not increase the requested percentage.

Automatic annual payment increases are no longer available on or after the Business Day your Contract Value is reduced to zero.

If we apply an annual payment increase to your annual maximum Lifetime Plus Payment, we reserve the right to change the additional M&E Charge for the Lifetime Plus 10 Benefit on every fifth Benefit Anniversary. We can only make this change 60 days after any fifth Benefit Anniversary if you received an annual payment increase on the current Benefit Anniversary or any of the past four Benefit Anniversaries.

If you have not received an increase to your annual maximum Lifetime Plus Payment on the current Benefit Anniversary or any of the past four Benefit Anniversaries, we do not change the additional M&E Charge for the Lifetime Plus 10 Benefit. If you received an increase on the current Benefit Anniversary or any of the past four Benefit Anniversaries, we change the additional M&E Charge for single or joint Lifetime Plus Payments to the additional M&E Charge that is in effect for a newly issued contract as of the most recent fifth Benefit Anniversary if we are still offering the Lifetime Plus 10 Benefit. However, if we are no longer offering the Lifetime Plus 10 Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E charge differs from the current additional M&E Charge you are paying.

We make any change as of the 60th day after the most recent fifth Benefit Anniversary, or on the next Business Day if the 60th day is not a Business Day. If we change the additional M&E Charge, we also adjust the number of Accumulation Units so that the Contract Value on the 60th day remains the same.

If this change decreases the additional M&E Charge for the Lifetime Plus 10 Benefit, then we make the change and send you a confirmation letter.

If this change increases the additional M&E Charge for the Lifetime Plus 10 Benefit, then we send you written notice of the intended increase and provide you at least a 30-day notice period to decline the increase. If you decline the increase:

- (a) you no longer receive annual payment increases to your annual maximum Lifetime Plus Payments; and
- (b) your annual maximum Lifetime Plus Payment amount equals the annual maximum amount that we established on the most recent fifth Benefit Anniversary. Your annual maximum Lifetime Plus Payments do not change until the Lifetime Plus 10 Benefit terminates, unless you take an Excess Withdrawal.

If you do not decline the increase during the 30-day notice period, we increase the additional M&E Charge for the Lifetime Plus 10 Benefit. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single or joint Lifetime Plus Payments shown on the Contract Schedule.

ANNUITY PROVISIONS

Annuitization

If you take a Partial Annuitization of the Base Contract at any time before the latest Income Date specified in Base Contract, we determine your Annuity Payments in accordance with the terms of the Base Contract. If you take a Full Annuitization of the Base Contract at any time before the latest Income Date specified in the Base Contract, we determine your Annuity Payments based on the greater of the Contract Value or the Cumulative Withdrawal Value. We do not use the Benefit Base for Lifetime Plus Payments in determining any Annuity Payments.

If on the latest Income Date specified in the Base Contract, or on such subsequent date as may be authorized by us at our discretion, you have begun receiving Lifetime Plus Payments, your Contract Value is positive and you choose to take fixed Annuity Payments as a Full Annuitization of the Base Contract under either Annuity Option 1 or 3, we make the following guarantees. However, if on the latest Income Date you select any other Annuity Option, or if you choose variable Annuity Payments, ~~these guarantees~~ will not apply. You will not be required to take a Full Annuitization on the latest Income Date if your Contract Value has been reduced to zero.

If you selected single Lifetime Plus Payments and you choose **Annuity Option 1 - Life Annuity** where the sole Annuitant is the sole Covered Person, then the fixed Annuity Payments will be equal to the greatest of:

- (a) the Option 1 annual payment based on the terms of the Base Contract; or
- (b) the Option 1 annual payment based on the Cumulative Withdrawal Value; or
- (c) the current annual maximum Lifetime Plus Payment available to you.

If you selected joint Lifetime Plus Payments and you choose **Annuity Option 3 - Joint and Last Survivor Life Annuity** with payments to continue at a level of 100% to the surviving Joint Annuitant and both Joint Annuitants are the Joint Covered Persons, then the fixed Annuity Payments will be equal to the greatest of:

- (a) the Option 3 annual payment based on the terms of the Base Contract; or
- (b) the Option 3 annual payment based on the Cumulative Withdrawal Value; or
- (c) the current annual maximum Lifetime Plus Payment available to you.

In addition, if on the latest Income Date the current annual maximum Lifetime Plus Payment is greater than the fixed Annuity Payments based on the terms of the Base Contract, we send you any remaining Cumulative Withdrawal Value.

The Annuity Payments must meet the minimum shown on the Contract Schedule.

An annuitization as referred to in the above paragraphs shall result in the termination of the death benefit.

ANNUITY PROVISIONS

Annuitization

If you take a Partial Annuitization of the Base Contract at any time before the latest Income Date specified in Base Contract, we determine your Annuity Payments in accordance with the terms of the Base Contract. If you take a Full Annuitization of the Base Contract at any time before the latest Income Date specified in the Base Contract, we determine your Annuity Payments based on the greater of the Contract Value or the Cumulative Withdrawal Value. We do not use the Benefit Base for Lifetime Plus Payments in determining any Annuity Payments.

If on the latest Income Date specified in the Base Contract, or on such subsequent date as may be authorized by us at our discretion, you have begun receiving Lifetime Plus Payments, your Contract Value is positive and you choose to take fixed Annuity Payments as a Full Annuitization of the Base Contract under either Annuity Option 1 or 3, we make the following guarantees. However, if on the latest Income Date you select any other Annuity Option, or if you choose variable Annuity Payments, [the guarantees listed below for Annuity Options 1 and 3](#) will not apply. You will not be required to take a Full Annuitization on the latest Income Date if your Contract Value has been reduced to zero.

If you selected single Lifetime Plus Payments and you choose **Annuity Option 1 - Life Annuity** where the sole Annuitant is the sole Covered Person, then the fixed Annuity Payments will be equal to the greatest of:

- (a) the Option 1 annual payment based on the terms of the Base Contract; or
- (b) the Option 1 annual payment based on the Cumulative Withdrawal Value; or
- (c) the current annual maximum Lifetime Plus Payment available to you.

If you selected joint Lifetime Plus Payments and you choose **Annuity Option 3 - Joint and Last Survivor Life Annuity** with payments to continue at a level of 100% to the surviving Joint Annuitant and both Joint Annuitants are the Joint Covered Persons, then the fixed Annuity Payments will be equal to the greatest of:

- (a) the Option 3 annual payment based on the terms of the Base Contract; or
- (b) the Option 3 annual payment based on the Cumulative Withdrawal Value; or
- (c) the current annual maximum Lifetime Plus Payment available to you.

In addition, if on the latest Income Date the current annual maximum Lifetime Plus Payment is greater than the fixed Annuity Payments based on the terms of the Base Contract, we send you any remaining Cumulative Withdrawal Value.

The Annuity Payments must meet the minimum shown on the Contract Schedule.

An annuitization as referred to in the above paragraphs shall result in the termination of the death benefit.

QUARTERLY ANNIVERSARY VALUE

Quarterly Anniversary Value

We only calculate the Quarterly Anniversary Value before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, the Quarterly Anniversary Value ceases to exist and the Lifetime Plus 10 Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, the Quarterly Anniversary Value on the Issue Date is equal to the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date, the Quarterly Anniversary Value on the Rider Effective Date is equal to the Contract Value on that date.

On each Business Day we:

- (a) increase the Quarterly Anniversary Value by the amount of any additional Purchase Payments received that day; and
- (b) reduce the Quarterly Anniversary Value proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

We then process any increase or decrease to the Quarterly Anniversary Value due to an additional Purchase Payment received on that Quarterly Anniversary, or a Partial Annuitization or withdrawal taken on that Quarterly Anniversary, after we do the following calculation. On each Quarterly Anniversary, the Quarterly Anniversary Value is equal to the greater of its value on the immediately preceding Business Day, or the Contract Value as of that Quarterly Anniversary.

10% ANNUAL INCREASE

10% Annual Increase and the Increase Base

We only calculate the 10% Annual Increase and the Increase Base before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, the 10% Annual Increase and the Increase Base cease to exist and the Lifetime Plus 10 Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, both the 10% Annual Increase and the Increase Base on the Issue Date are equal to the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date, both the 10% Annual Increase and the Increase Base on the Rider Effective Date are equal to the Contract Value as of the Rider Effective Date.

On each Business Day, we:

- (a) increase both the 10% Annual Increase and the Increase Base by the amount of any additional Purchase Payments received that day; and
- (b) reduce both the 10% Annual Increase and the Increase Base proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

On each Quarterly Anniversary on or before the 20th Contract Anniversary (or, if applicable, on or before the 20th Contract Anniversary that occurs after the Rider Effective Date or after a reset anniversary, as applicable), the 10% Annual Increase is equal to (a) + 0.025 ((b) – (c)), where:

- (a) = the 10% Annual Increase as of the immediately preceding Business Day.
- (b) = the Increase Base as of the immediately preceding Business Day.
- (c) = Purchase Payments received on or after the previous Quarterly Anniversary. If the Rider Effective Date is the Issue Date, then on the first Quarterly Anniversary we exclude any Purchase Payments received before the first Quarterly Anniversary. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

QUARTERLY ANNIVERSARY VALUE

Quarterly Anniversary Value

We only calculate the Quarterly Anniversary Value before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, the Quarterly Anniversary Value ceases to exist and the Lifetime Plus 10 Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, the Quarterly Anniversary Value on the Issue Date is equal to the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date, the Quarterly Anniversary Value on the Rider Effective Date is equal to the Contract Value on that date.

On each Business Day we:

- (a) increase the Quarterly Anniversary Value by the amount of any additional Purchase Payments received that day; and
- (b) reduce the Quarterly Anniversary Value proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

We then process any increase or decrease to the Quarterly Anniversary Value due to an additional Purchase Payment received on that Quarterly Anniversary, or a Partial Annuitization or withdrawal taken on that Quarterly Anniversary, after we do the following calculation. On each Quarterly Anniversary, the Quarterly Anniversary Value is equal to the greater of its value on the immediately preceding Business Day, or the Contract Value as of that Quarterly Anniversary.

10% ANNUAL INCREASE

10% Annual Increase and the Increase Base

We only calculate the 10% Annual Increase and the Increase Base before the older Covered Person's 91st birthday and before the Benefit Date. If you have not begun receiving Lifetime Plus Payments before the older Covered Person's 91st birthday, the 10% Annual Increase and the Increase Base cease to exist and the Lifetime Plus 10 Benefit is no longer available to you.

If the Rider Effective Date is the Issue Date, both the 10% Annual Increase and the Increase Base on the Issue Date are equal to the Purchase Payment received on the Issue Date.

If the Rider Effective Date occurs after the Issue Date, both the 10% Annual Increase and the Increase Base on the Rider Effective Date are equal to the Contract Value as of the Rider Effective Date.

On each Business Day, we:

- (a) increase both the 10% Annual Increase and the Increase Base by the amount of any additional Purchase Payments received that day; and
- (b) reduce both the 10% Annual Increase and the Increase Base proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

On each Quarterly Anniversary on or before the 20th Contract Anniversary (or, if applicable, on or before the 20th Contract Anniversary that occurs after the Rider Effective Date or after a reset anniversary, as applicable), the 10% Annual Increase is equal to (a) + 0.025 ((b) – (c)), where:

- (a) = the 10% Annual Increase as of the immediately preceding Business Day.
- (b) = the Increase Base as of the immediately preceding Business Day.
- (c) = Purchase Payments received on or after the previous Quarterly Anniversary. If the Rider Effective Date is the Issue Date, then on the first Quarterly Anniversary we exclude any Purchase Payments received before the first Quarterly Anniversary. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment.

10% ANNUAL INCREASE (continued)

10% Annual Increase and the Increase Base (continued)

We ~~then~~ process any increase or decrease to the 10% Annual Increase and the Increase Base due to an additional Purchase Payment received on that Quarterly Anniversary, or a Partial Annuitization or withdrawal taken on that Quarterly Anniversary. ~~Lastly, we compare the 10% Annual Increase to the Contract Value to determine if we reset~~ the 10% Annual Increase and the Increase Base.

Automatic Resets of the 10% Annual Increase and the Increase Base

On each Quarterly Anniversary before the older Covered Person's 91st birthday and before the Benefit Date, we automatically reset both your 10% Annual Increase and your Increase Base to equal the Contract Value if the Contract Value is greater than the 10% Annual Increase we just calculated.

If you receive an automatic reset, we reserve the right to change the additional M&E charge for the single or joint Lifetime Plus 10 Benefit to the additional M&E charge that is in effect for a newly issued Contract as of the reset anniversary if we are still offering the Lifetime Plus 10 Benefit. However, if we are no longer offering the Lifetime Plus 10 Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E charge differs from the current additional M&E Charge you are paying. We do not change the additional M&E charge for the Lifetime Plus 10 Benefit if you have not received a reset to the 10% Annual Increase or the Increase Base during the previous Contract Year.

We make any change as of the 60th day after the Contract Anniversary or on the next Business Day if the 60th day is not a Business Day. If we change the additional M&E charge, then we also adjust the number of Accumulation Units so that the Contract Value on the 60th day remains the same.

If this change decreases the additional M&E Charge for the Lifetime Plus 10 Benefit, then we make the change and send you a confirmation letter.

If this change increases the additional M&E charge for the Lifetime Plus 10 Benefit, then we send you written notice of the intended increase and provide you at least a 30-day notice period to decline that increase. If you decline the increase you retain ~~your current~~ 10% Annual Increase, but you are no longer eligible to receive automatic resets.

If you do not decline the increase during the 30-day notice period, we increase the additional M&E Charge for the Lifetime Plus 10 Benefit. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single or joint Lifetime Plus Payments shown on the Contract Schedule.

Automatic resets of the 10% Annual Increase and the Increase Base are no longer available:

- (a) on or after the older Covered Person's 91st birthday;
- (b) on or after the Benefit Date that you begin receiving Lifetime Plus Payments; or
- (c) on or after the Income Date that you take a Full Annuitization.

10% ANNUAL INCREASE (continued)

10% Annual Increase and the Increase Base (continued)

We process any increase or decrease to the 10% Annual Increase and the Increase Base due to an additional Purchase Payment received on that Quarterly Anniversary, or a Partial Annuitization or withdrawal taken on that Quarterly Anniversary, after we apply any automatic reset to the 10% Annual Increase and the Increase Base.

Automatic Resets of the 10% Annual Increase and the Increase Base

On each Quarterly Anniversary before the older Covered Person's 91st birthday and before the Benefit Date, we automatically reset both your 10% Annual Increase and your Increase Base to equal the Contract Value if the Contract Value is greater than the 10% Annual Increase we just calculated.

If you receive an automatic reset, we reserve the right to change the additional M&E charge for the single or joint Lifetime Plus 10 Benefit to the additional M&E charge that is in effect for a newly issued Contract as of the reset anniversary if we are still offering the Lifetime Plus 10 Benefit. However, if we are no longer offering the Lifetime Plus 10 Benefit we reserve the right to declare a new additional M&E charge. We make this change only if this new M&E charge differs from the current additional M&E Charge you are paying. We do not change the additional M&E charge for the Lifetime Plus 10 Benefit if you have not received a reset to the 10% Annual Increase or the Increase Base during the previous Contract Year.

We make any change as of the 60th day after the Contract Anniversary or on the next Business Day if the 60th day is not a Business Day. If we change the additional M&E charge, then we also adjust the number of Accumulation Units so that the Contract Value on the 60th day remains the same.

If this change decreases the additional M&E Charge for the Lifetime Plus 10 Benefit, then we make the change and send you a confirmation letter.

If this change increases the additional M&E charge for the Lifetime Plus 10 Benefit, then we send you written notice of the intended increase and provide you at least a 30-day notice period to decline that increase. If you decline the increase you retain all previous resets to the 10% Annual Increase, but you are no longer eligible to receive automatic resets.

If you do not decline the increase during the 30-day notice period, we increase the additional M&E Charge for the Lifetime Plus 10 Benefit. We guarantee that if we increase the additional M&E Charge it will not exceed the maximum additional M&E Charge for single or joint Lifetime Plus Payments shown on the Contract Schedule.

Automatic resets of the 10% Annual Increase and the Increase Base are no longer available:

- (a) on or after the older Covered Person's 91st birthday;
- (b) on or after the Benefit Date that you begin receiving Lifetime Plus Payments; or
- (c) on or after the Income Date that you take a Full Annuitization.

GENERAL PROVISIONS

Removing the Lifetime Plus 10 Benefit Rider from Your Contract

After the Rider Effective Date, you can remove the Lifetime Plus 10 Benefit Rider from the contract at any time before the Benefit Date. You can request the removal of the rider within 30 days before a Contract Anniversary by completing the appropriate form. We process your request on the Contract Anniversary, or on the next Business Day if the Contract Anniversary is not a Business Day, that occurs immediately after we receive your request in good order at our Service Center. We call this date the Rider Termination Date and it is shown on the Contract Schedule Addendum.

If you remove the Lifetime Plus 10 Benefit from your contract, we no longer assess the additional M&E Charge for the Lifetime Plus 10 Benefit as of the Rider Termination Date. Because we decrease the M&E Charge, we adjust the number of Accumulation Units so that the Contract Value on the Rider Termination Date remains the same.

If you remove the Lifetime Plus 10 Benefit from the contract, it is no longer available for future selection.

Conditions for Termination of the Lifetime Plus 10 Benefit

Before the Benefit Date, the Lifetime Plus 10 Benefit terminates upon the earliest of the following.

- (a) The Rider Termination Date if you remove the Lifetime Plus 10 Benefit from the contract.
- (b) The date of death of all Covered Persons.
- (c) The older Covered Person's 91st birthday.
- (d) The Business Day before the Income Date that you take a Full Annuitization.
- (e) The Business Day we process your request for a full withdrawal.
- (f) The Business Day that the Base Contract terminates.

On or after the Benefit Date that you begin receiving Lifetime Plus Payments, the Lifetime Plus 10 Benefit terminates upon the earliest of the following.

- (a) The Business Day you take an Excess Withdrawal of the entire Contract Value. If you take an Excess Withdrawal that reduces Lifetime Plus Payments to a level where we are unable to structure the Lifetime Plus Payment so that it is at least the minimum shown on the Contract Schedule, you must take an Excess Withdrawal of the entire Contract Value.
- (b) The Business Day before the Income Date that you take a Full Annuitization.
- (c) For single Lifetime Plus Payments where the contract is solely owned or owned by a non-individual, the date of death of the Covered Person.
- (d) For single Lifetime Plus Payments where the contract is jointly owned and the Joint Owners are not spouses, the date of death of any Joint Owner.
- (e) For single Lifetime Plus Payments where the contract is jointly owned by spouses, the date of death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, the Lifetime Plus 10 Benefit terminates on the date of death of the Covered Person.
- (f) For joint Lifetime Plus Payments, the date of death of both Covered Persons. If upon the death of one Covered Person, the surviving spouse, who is also a Covered Person, selects to receive the death benefit, then Lifetime Plus Payments stop and the Lifetime Plus 10 Benefit terminates as of the end of the Business Day during which we receive in good order at the Service Center both due proof of death and an election of the death benefit payment option.
- (g) The Business Day that the Base Contract terminates.

Rider Charge

The additional M&E Charge for this rider is shown on the Contract Schedule.

GENERAL PROVISIONS

Removing the Lifetime Plus 10 Benefit Rider from Your Contract

After the Rider Effective Date, you can remove the Lifetime Plus 10 Benefit Rider from the contract at any time before the Benefit Date. You can request the removal of the rider within 30 days before a Contract Anniversary by completing the appropriate form. We process your request on the Contract Anniversary, or on the next Business Day if the Contract Anniversary is not a Business Day, that occurs immediately after we receive your request in good order at our Service Center. We call this date the Rider Termination Date and it is shown on the Contract Schedule Addendum.

If you remove the Lifetime Plus 10 Benefit from your contract, we no longer assess the additional M&E Charge for the Lifetime Plus 10 Benefit as of the Rider Termination Date. Because we decrease the M&E Charge, we adjust the number of Accumulation Units so that the Contract Value on the Rider Termination Date remains the same.

If you remove the Lifetime Plus 10 Benefit from the contract, it is no longer available for future selection.

Conditions for Termination of the Lifetime Plus 10 Benefit

Before the Benefit Date, the Lifetime Plus 10 Benefit terminates upon the earliest of the following.

- (a) The Rider Termination Date if you remove the Lifetime Plus 10 Benefit from the contract.
- (b) The date of death of all Covered Persons.
- (c) The older Covered Person's 91st birthday.
- (d) The Business Day before the Income Date that you take a Full Annuitization.
- (e) The Business Day we process your request for a full withdrawal.
- (f) The Business Day that the Base Contract terminates.

On or after the Benefit Date that you begin receiving Lifetime Plus Payments, the Lifetime Plus 10 Benefit terminates upon the earliest of the following.

- (a) The Business Day you take an Excess Withdrawal of the entire Contract Value. If you take an Excess Withdrawal that reduces Lifetime Plus Payments to a level where we are unable to structure the Lifetime Plus Payment so that it is at least the minimum shown on the Contract Schedule, you must take an Excess Withdrawal of the entire Contract Value.
- (b) The Business Day before the Income Date that you take a Full Annuitization.
- (c) For single Lifetime Plus Payments where the contract is solely owned or owned by a non-individual, the date of death of the Covered Person.
- (d) For single Lifetime Plus Payments where the contract is jointly owned and the Joint Owners are not spouses, the date of death of any Joint Owner.
- (e) For single Lifetime Plus Payments where the contract is jointly owned by spouses, the date of death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, the Lifetime Plus 10 Benefit terminates on the date of death of the Covered Person.
- (f) For joint Lifetime Plus Payments, the date of death of both Covered Persons. If upon the death of one Covered Person, the surviving spouse, who is also a Covered Person, selects to receive the death benefit, then Lifetime Plus Payments stop and the Lifetime Plus 10 Benefit terminates as of the end of the Business Day during which we receive in good order at the Service Center both due proof of death and an election of the death benefit payment option.
- (g) The Business Day that the Base Contract terminates.

Rider Charge

The additional M&E Charge for this rider is shown on the Contract Schedule.

In all other respects the provisions, conditions, exceptions and limitations contained in the Base Contract remain unchanged.

Signed for the Company at its home office.

**Allianz Life Insurance Company
of North America**

[

Cynthia L. Pevehouse
Secretary

Gary Bhojwani
President

]

In all other respects the provisions, conditions, exceptions and limitations contained in the Base Contract remain unchanged.

Signed for the Company at its home office.

**Allianz Life Insurance Company
of North America**

[

Cynthia L. Pevehouse
Secretary

Gary Bhojwani
President

]