

SERFF Tracking Number: ALLD-125570448 State: Arkansas
Filing Company: Allianz Life and Annuity Company State Tracking Number: 38503
Company Tracking Number: L40531-G-01
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: Group Def Fixed Annuity
Project Name/Number: L40531-G-01/

Filing at a Glance

Company: Allianz Life and Annuity Company

Product Name: Group Def Fixed Annuity

TOI: A02G Group Annuities - Deferred Non-variable

Sub-TOI: A02G.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: ALLD-125570448

SERFF Status: Closed

Co Tr Num: L40531-G-01

Co Status:

Authors: Erin Hadrits, Sandy

Manos, Rose Tibke, Renee Weaver

Date Submitted: 03/24/2008

State: ArkansasLH

State Tr Num: 38503

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 04/09/2008

Disposition Status: Approved

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: L40531-G-01

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 04/09/2008

State Status Changed: 04/09/2008

Corresponding Filing Tracking Number:

Filing Description:

Allianz Life and Annuity Company

5701 Golden Hills Drive

Minneapolis, MN 55416-1297

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Discretionary

Deemer Date:

Re: Allianz Life and Annuity Company – NAIC #69604, FEIN #59-2378916

Group Deferred Fixed Annuity

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L40531-G-01 Group Deferred Fixed Annuity Contract
S40758-G-01 Contract Schedule
N40001-G-01 Group Deferred Fixed Annuity Certificate
Q40001-G-01 Certificate Schedule
F40463-G-01 Master Application for Group Deferred Fixed Annuity Contract
V40001-G-01 Certificate Application for Group Deferred Fixed Annuity Contract
W40003-G Cost of Living Adjustment Rider for Contract
W40004-G Cost of Living Adjustment Rider for Certificate
W40005-G Maximum Anniversary Value Rider for Contract
W40006-G Maximum Anniversary Value Rider for Certificate
W40007-G Income Protection Rider for Contract
W40008-G Income Protection Rider for Certificate

Please find enclosed the above referenced forms submitted for review. These forms are new and have never been issued. This group deferred fixed annuity product is similar to the group deferred fixed annuity product that the Department approved on 10/26/2007 for the non-COLA benefits and 11/5/07 for the COLA benefits, neither were implemented for use. We have redesigned the forms for structure and language, and revised a few product features.

This group deferred fixed annuity product provides longevity and market risk protection. It will be marketed through large financial institutions (program sponsor) to their qualifying account holders (the group). The investment account the certificate owner (individual or an entity) has established with the program sponsor is termed the designated account. Allianz will identify any asset allocation programs approved for use with this product, and reserves the right to approve additional asset allocation programs or to remove the approval status of previously approved asset allocation programs. The product will provide, to the certificate owner based on the covered person's age and lifetime, a lifetime income annuity payment if the designated account value falls below an established threshold amount. Covered persons are the owners unless the owner is an entity. The covered person must be at least age 50 and younger than age 81. Allianz does not retain or manage any of the certificate owner's invested assets, unless the designated account value falls below the threshold amount, resulting in the program sponsor sending us the final premium (the designated account value on the benefit determination date) and the certificate owner beginning annuity payments; or the certificate owner elects the Optional Fixed Annuity available by contract. The annuitants of the certificate are the owners unless the owner is an entity.

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Forms L40531-G-01 and N40001-G-01 –These forms are the group contract and group certificate. The primary differences between these two forms are the references to the program sponsor and certificate owner. When the designated account falls below the threshold amount and the benefit amount of the contract (benefit base) is greater than zero, the threshold grace period begins and written notice is sent to the program sponsor and certificate owner outlining the action necessary to prevent the benefit determination date (the day the threshold grace period expires) from occurring. Unless the certificate owner takes action as outlined in the notice, on the benefit determination date, the program sponsor sends us the certificate owner's final premium, and annuity payments then begin on the monthly benefit start date. Prior to the monthly benefit start date, the certificate owner may make additions and withdrawals to and from the designated account. The impact of any addition or excess withdrawal is described in the contract and certificate.

The total certificate charges shown consist of the sum of all insurance and administrative charges and are described on the contract/certificate schedules. Total certificate charges may vary by asset allocation program and are taken from the designated account or another account designated by the certificate owner. They are not considered withdrawals.

The product also provides the certificate owner the availability to elect an Optional Fixed Annuity. Upon this election, fixed annuity payments will begin on the date elected. The options for this benefit are Option A – installments for life and Option B – joint and survivor annuity. If the certificate owner selects the Optional Fixed Annuity, the benefit base will become zero.

Forms S40758-G-01 and Q40001-G-01 are the contract schedule and certificate schedule to be used with forms L40531-G-01 and N40001-G-01 respectively.

Form W40003-G and W40004-G is the optional Cost of Living Adjustment Rider for the contract and certificate, respectively. For certificates issued with the Cost of Living Adjustment Rider, we will increase the permitted withdrawal limit on each certificate anniversary following the withdrawal start date by an amount not less than 3.0%. After the benefit determination date, the monthly benefit will increase by 3% each certificate year.

Form W40005-G and W40006-G is the optional Maximum Anniversary Value Rider for the contract and certificate, respectively. The Maximum Anniversary Value rider ensures that, during the period from after the certificate date to the withdrawal start date, the benefit base is equal to the greater of the benefit base on the previous business day plus any

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additional investment added to the designated account on the previous business day; or the maximum anniversary value.

Form W40007-G and W40008-G is the optional Income Protection Rider for the contract and certificate, respectively. For certificates issued with the Income Protection Rider, we will use the roll-up amount to calculate the benefit base before and on the withdrawal start date. The roll-up amount is equal to the designated account value on the certificate date, increased by 5% on each certificate anniversary, increased by any additional investments added to the designated account (subject to the roll-up cap). This rider ensures that, during the period from after the certificate date to the withdrawal start date, the benefit base is equal to the greatest of the benefit base on the previous business day plus any additional investment added to the designated account on the previous business day; the maximum anniversary value; or the roll-up amount.

Forms F40463-G-01 and V40001-G-01 are the Master Application for Group Deferred Fixed Annuity Contract and the Certificate Application for Group Deferred Fixed Annuity Contract that will be completed by the program sponsor and the certificate owner.

Attached is the actuarial memorandum, as well as a Statement of Variability describing all variables on each of the filed forms that are not variable due to the nature of the program sponsor/certificate owner or annuitant(s).

We appreciate your consideration for review of these forms. If you have any questions please call 763-582-6628 or you can email renee.weaver@allianzlife.com.

Sincerely,
Renee Weaver

Company and Contact

Filing Contact Information

Renee Weaver,
5701 Golden Hills Dr
Minneapolis, MN 55416

renee.weaver@allianzlife.com
(763) 765-2821 [Phone]
(763) 582-6495[FAX]

Filing Company Information

SERFF Tracking Number: ALLD-125570448 State: Arkansas
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Allianz Life and Annuity Company
5701 Golden Hills Dr.
Minneapolis, MN 55416-1297
(800) 950-1297 ext. [Phone]

CoCode: 69604
Group Code:
Group Name:
FEIN Number: 59-2378916

State of Domicile: Minnesota
Company Type:
State ID Number:

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Filing Fees

Fee Required? Yes
Fee Amount: \$75.00
Retaliatory? Yes
Fee Explanation:
Per Company: No

| CHECK NUMBER | CHECK AMOUNT | CHECK DATE |
|--------------|--------------|------------|
| 000139*4960 | \$75.00 | 03/24/2008 |

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Product Name: Group Def Fixed Annuity
Project Name/Number: L40531-G-01/

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|------------|------------|----------------|
| Approved | Linda Bird | 04/09/2008 | 04/09/2008 |

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Disposition

Disposition Date: 04/09/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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 Product Name: Group Def Fixed Annuity
 Project Name/Number: L40531-G-01/

| Item Type | Item Name | Item Status | Public Access |
|---------------------|---------------------------------|-------------|---------------|
| Supporting Document | Certification/Notice | | Yes |
| Supporting Document | Application | | Yes |
| Supporting Document | Life & Annuity - Actuarial Memo | | No |
| Supporting Document | Authorization Letter | | Yes |
| Supporting Document | Statement of Variability | | Yes |
| Form | CONTRACT | | Yes |
| Form | CONTRACT SCHEDULE | | Yes |
| Form | CERTIFICATE | | Yes |
| Form | CERTIFICATE SCHEDULE | | Yes |
| Form | MASTER APPLICATION | | Yes |
| Form | CERTIFICATE APPLICATION | | Yes |
| Form | CONTRACT RIDER - COLA | | Yes |
| Form | CERTIFICATE RIDER - COLA | | Yes |
| Form | CONTRACT RIDER - VALUE | | Yes |
| Form | CERTIFICATE RIDER - VALUE | | Yes |
| Form | CONTRACT RIDER - INCOME | | Yes |
| Form | CERTIFICATE RIDER - INCOME | | Yes |

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Form Schedule

Lead Form Number: L40531-G-01

| Review Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|---------------|-------------|--|-------------------------|---------|----------------------|-------------|--|
| | L40531-G-01 | Policy/Contract/Fraternal Certificate | CONTRACT | Initial | | 58 | L40531-G-01 Contract 3-14-08.pdf |
| | S40758-G-01 | Schedule Pages | CONTRACT SCHEDULE | Initial | | 52 | S40758-G-01 Contract Schedule 3-19.pdf |
| | N40001-G-01 | Certificate | CERTIFICATE | Initial | | 58 | N40001-G-01 Certificate 3-17-08.pdf |
| | Q40001-G-01 | Schedule Pages | CERTIFICATE SCHEDULE | Initial | | 50 | Q40001-G-01 Certificate Schedule 3-19.pdf |
| | F40463-G-01 | Application/Enrollment Form | MASTER APPLICATION | Initial | | 50 | F40463-G-01 Master App Contingent 2-26-08.pdf |
| | V40001-G-01 | Application/Enrollment Form | CERTIFICATE APPLICATION | Initial | | 52 | V40001-G-01 Certificate App Contingent 3-07-08.pdf |
| | W40003-G | Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement | CONTRACT RIDER - COLA | Initial | | 54 | W40003-G COLA Rider 3-14-08.pdf |

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 nt or Rider

| | | | | | |
|----------|---|-----------------------------------|---------|----|---|
| W40004-G | Certificate Amendmen t, Insert Page, Endorseme nt or Rider | CERTIFICATE RIDER - COLA | Initial | 54 | W40004-G COLA Rider 3-17-08.pdf |
| W40005-G | Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | CONTRACT RIDER -Initial VALUE | | 54 | W40005-G MAV Rider 3- 14-08.pdf |
| W40006-G | Certificate Amendmen t, Insert Page, Endorseme nt or Rider | CERTIFICATE RIDER - VALUE | Initial | 55 | W40006-G MAV Rider 3- 17-08.pdf |
| W40007-G | Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | CONTRACT RIDER -Initial INCOME | | 54 | W40007-G Income Protection Rider 3-14- 08.pdf |
| W40008-G | Certificate Amendmen t, Insert Page, Endorseme nt or Rider | CERTIFICATE RIDER - INCOME | Initial | 52 | W40008-G Income Protection Rider 3-17- 08.pdf |

Allianz Life and Annuity Company
[5701 Golden Hills Drive]
[Minneapolis, MN 55416-1297]
[800.950.1962]

Group Deferred Fixed Annuity Contract

This Group Contract guarantees Monthly Benefit payments to the Certificate Owner over the life of the Covered Person(s) in the event the Designated Account value falls below the Threshold Amount before the Maturity Date, and the Certificate is still in force. In order to receive the full benefit of the Group Contract, Certificate Owners must comply with all terms of the Group Contract, as described in their Certificates.

There is no cash surrender value or death benefit under this Group Contract, unless amended by any applicable rider. The Designated Account is not an account of the Company, and the investments of the Designated Account are not assets of the Company. The Designated Account is subject to the Program Sponsor's agreement with the Certificate Owner. This Group Contract is nonparticipating.

In consideration of an application for a Certificate and the payment of Total Certificate Charges, we agree, subject to the terms and conditions of this Group Contract, to pay to the Certificate Owner the Monthly Benefit according to the terms of this Group Contract. Alternatively, we agree to make annuity payments to the Certificate Owner if the Certificate Owner elects to apply all of the Designated Account value to purchase an Optional Fixed Annuity from the Company.

Signed for the Company at its home office on the Contract Date.

[

]

[Cynthia Pevehouse

Gary Bhojwani]

Secretary

President

This is a legal contract between you and the Company.

Read your contract carefully

Guide to Group Contract Provisions

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Definitions

We, Our, Us and the Company

Allianz Life and Annuity Company.

You, Your, Program Sponsor

The Owner of this Group Contract who was named on the Contract Date and is shown on the Contract Schedule.

Age

An individual's age on his or her most recent birthday.

Age Based Income Percentage

The rate we use to calculate the Permitted Withdrawal Limit and the Monthly Benefit. The Age Based Income Percentage Table is shown on the Contract Schedule and is based on the Age of the Covered Person. If Joint Covered Persons are named, the Age Based Income Percentage is based on the Age of the younger Joint Covered Person.

Annuitant

The person upon whose Age and lifetime we base annuity payments if the Designated Account value is applied to an Optional Fixed Annuity. If the Annuitant is not the sole Covered Person and dies before the Annuity Date, a new Annuitant may be appointed subject to our approval. However, if the Annuitant is the sole Covered Person and dies before the Annuity Date, the Certificate terminates.

At all times, the Annuitant must be a Certificate Owner, unless the Certificate Owner is a non-individual. If the Certificate Owner is a non-individual, the Annuitant must be an individual with beneficial interest in the Designated Account.

The Annuitant is shown on the Certificate Schedule.

Annuity Date

The day annuity payments begin if the Designated Account value is applied to an Optional Fixed Annuity.

Beneficiary

The person(s) or entity(ies) the Certificate Owner names to receive the Monthly Benefit. The Certificate Owner may change the Beneficiary(ies) by sending us Notice.

Benefit Base

An amount used to determine the Permitted Withdrawal Limit and the Monthly Benefit for a Certificate.

Benefit Determination Date

The day the Threshold Grace Period expires, so long as the Certificate is in force and the Benefit Base is greater than zero. If that day is not a Business Day, the Benefit Determination Date will be on the next Business Day.

Benefit Payment Date

Each Business Day we pay the Monthly Benefit. The first Benefit Payment Date is the Monthly Benefit Start Date. Each Benefit Payment Date is on the same day of the month as the Certificate Date. If that day is not a Business Day, or does not exist in a given month (e.g. February 30), the Benefit Payment Date will be on the next Business Day.

Business Day

Each day (i) the Program Sponsor is open for business, (ii) we are open for business, and (iii) the New York Stock Exchange is open for trading.

Definitions *continued from the previous page*

Certificate

The form issued to the Certificate Owner, which provides a summary of the benefits, rights, and terms under this Group Contract.

Certificate Anniversary

The day that occurs on the same day and in the same month as the Certificate Date for each Certificate Year. The first Certificate Anniversary is 12 months after the Certificate Date. If that day is not a Business Day or does not exist in a given month (e.g. February 30), the Certificate Anniversary will be on the next Business Day.

Certificate Date

The first day the Certificate is effective. The Certificate Date is shown on the Certificate Schedule and determines the Certificate Anniversary and the Certificate Year.

Certificate Owner

The purchaser of the Certificate, who is entitled to the ownership rights of the Certificate as stated in this Group Contract. The Certificate Owner must be an owner of the Designated Account.

If there are joint owners of the Designated Account, either joint owner may be named a Certificate Owner; both joint owners may be named Joint Certificate Owners if they are Spouses. If Joint Certificate Owners are named, any reference to "Certificate Owner" means "Joint Certificate Owner".

The Certificate Owner is shown on the Certificate Schedule.

Certificate Year

The first Certificate Year begins on the Certificate Date. Subsequent Certificate Years begin on the Certificate Anniversaries. All Certificate Years end at the end of the Business Day before the next Certificate Anniversary.

Contract Date

The first day this Group Contract is effective. The Contract Date is shown on the Contract Schedule.

Covered Person

The person upon whose Age and lifetime we base the Monthly Benefit payments and Age Based Income Percentage. On the Certificate Date, the Covered Person must be at least the Minimum Age and no older than the Maximum Age shown on the Contract Schedule. At all times, the Covered Person must be a Certificate Owner, unless the Certificate Owner is a non-individual. If the Certificate Owner is a non-individual, the Covered Person must be the Annuitant.

If Joint Covered Persons are named, any reference to "Covered Person" also means "Joint Covered Person".

The Covered Person is shown on the Certificate Schedule.

Designated Account

An investment account the Certificate Owner established with the Program Sponsor that participates in one or more approved asset allocation programs offered by the Program Sponsor and approved by us.

Due Date

Each Business Day we calculate and deduct Total Certificate Charges from the Designated Account, or another account designated by the Certificate Owner. The first Due Date is the Certificate Date. The Due Dates are shown on the Certificate Schedule. If that day is not a Business Day, the Due Date will be on the next Business Day. There are no more Due Dates on or after the Benefit Determination Date.

Federal Tax Code

The Internal Revenue Code of 1986, as amended.

Definitions *continued from the previous page*

Final Premium

The Designated Account value on the Benefit Determination Date.

Group Contract

This contract.

Joint Annuitant

We only allow Joint Annuitants if the Certificate Owner applies the entire Designated Account value to one of the annuity options described in the Optional Fixed Annuity section. The Certificate Owner may only add a Joint Annuitant on the Annuity Date by sending us Notice. Joint Annuitants must be Spouses.

Joint Certificate Owner

If there are two Certificate Owners, each Owner is a Joint Certificate Owner. Joint Certificate Owners must be Spouses. Joint Certificate Owners have equal ownership rights and both must authorize any exercise of those ownership rights unless we allow otherwise.

Joint Covered Person

If there are two Covered Persons, each Covered Person is a Joint Covered Person. Joint Covered Persons must be Spouses and must have a beneficial interest in the Designated Account.

Maturity Date

The Business Day that a Certificate terminates if the Designated Account value is greater than the Threshold Amount, and the Certificate Owner elects not to begin annuity payments. The Maturity Date is shown on the Certificate Schedule. If that day is not a Business Day, the Maturity Date will be on the next Business Day.

Monthly Benefit

The monthly lifetime income paid on each Benefit Payment Date.

Monthly Benefit Start Date

The Business Day we begin payment of the Monthly Benefit. The Monthly Benefit Start Date will be on the same day of the month as the Certificate Date. If that day is not a Business Day, or does not exist in a given month (e.g. February 30), the Monthly Benefit Start Date will be on the next Business Day.

Notice

Receipt of a written request satisfactory to the Company.

Permitted Withdrawal Limit

The maximum amount a Certificate Owner may withdraw from the Designated Account each Certificate Year before the Benefit Determination Date without reducing or eliminating the benefits under the Certificate.

Spouses

Partners joined in marriage as defined by the Federal Tax Code.

Threshold Amount

An amount that is the greater of the Minimum Threshold Amount shown on the Contract Schedule or the Permitted Withdrawal Limit. When the Designated Account value falls below this amount, the Threshold Grace Period begins.

Threshold Grace Period

The period that begins before the Annuity Date and after the Designated Account value falls below the Threshold Amount. The Threshold Grace Period is shown on the Contract Schedule.

Definitions *continued from the previous page*

Total Certificate Charges

The sum of all Insurance Charges and Administrative Charges payable on each Due Date.

Withdrawal Start Date

The day on which a Certificate Owner takes the first withdrawal from the Designated Account, and the withdrawal is not cancelled.

Designated Account

The Designated Account is an investment account a Certificate Owner has established with the Program Sponsor. A Certificate Owner's rights and obligations with respect to the Designated Account are set forth in the Program Sponsor's agreement with the Certificate Owner.

Designated Accounts must continually be invested in one or more asset allocation programs offered by the Program Sponsor and approved by us. The approved asset allocation programs as of the Certificate Date are shown on the Certificate Schedule.

We reserve the right to approve additional asset allocation programs and to remove the approval status from previously approved asset allocation programs. If we remove approval status, we will send written notice of the change to the Program Sponsor and the Certificate Owner. The Certificate Owner must reallocate that portion of the Designated Account into one or more approved asset allocation programs. If the Certificate Owner fails to make this reallocation by the end of the Required Reallocation Period shown on the Contract Schedule, the Certificate terminates as of the end of the Required Reallocation Period.

If a Certificate Owner reallocates the assets so that any portion is no longer invested in an approved asset allocation program, we will send written notice to the Certificate Owner that the reallocation fails to comply with our requirements. The Certificate Owner must reallocate that portion of the Designated Account into one or more approved asset allocation programs. If the Certificate Owner fails to make this reallocation by the end of the Allocation Correction Period shown on the Contract Schedule, the Certificate terminates as of the date the assets were first transferred out of the approved asset allocation program.

If the Program Sponsor changes the asset allocation program(s) so that they no longer meet our standards, meaning we must remove approval status from the program(s), or discontinues the approved asset allocation program(s), and, therefore, the Program Sponsor no longer maintains a qualifying program, we may, at our sole discretion, either:

- i. require the Program Sponsor to establish a new program, which may include investment guidelines established by us; or
- ii. terminate this Contract and all Certificates issued under this contract if we cannot reach an agreement with the Program Sponsor to establish and maintain at least one approved asset allocation program.

If the Program Sponsor no longer maintains any approved asset allocation programs, we will send written notice of termination to the Program Sponsor and the Certificate Owner. If the Program Sponsor no longer maintains any approved asset allocation programs, the Certificate Owner may be able to transfer the Designated Account value and Benefit Base to a new Certificate with another program sponsor and receive a new certificate. However, any new certificate may have different features, charges, or guarantees.

Additional Investments to the Designated Account

An Additional Investment is money added to the Designated Account after the Certificate Date. Proceeds from the assets held in the Designated Account are not Additional Investments.

For each Certificate Owner, the total amount of Additional Investments, plus the initial amount in the Designated Account for all Certificates issued under this Contract or a similar contract, may not exceed the Maximum Coverage Amount shown on the Contract Schedule unless approved by us. If the Maximum Coverage Amount is exceeded, we will send written notice to the Certificate Owner. The Certificate Owner must remove the portion of the Additional Investment that exceeds the Maximum Coverage Amount from the Designated Account. We do not consider this removal to be a

Designated Account *continued from the previous page*

withdrawal. If the Certificate Owner fails to do so by the end of the Addition Reversal Period shown on the Contract Schedule, the Certificate terminates as of the date the excess Additional Investment was added to the Designated Account.

If any additional assets are deposited into the Designated Account during the Withdrawal Reversal Period shown on the Contract Schedule, the amount deposited up to the amount of the withdrawal is considered a cancellation of the withdrawal and not an Additional Investment. We consider any excess to be an Additional Investment. If both an Additional Investment and a withdrawal occur on the same Business Day, we process the difference as either an Additional Investment or as a withdrawal, as appropriate.

If more than one Additional Investment occurs on the same Business Day, we add all Additional Investments together and process them as one Additional Investment.

Withdrawals from the Designated Account

A withdrawal is money deducted from the Designated Account after the Certificate Date. Deductions from the Designated Account to pay (i) Total Certificate Charges or (ii) fees to the Program Sponsor up to the Maximum Program Sponsor Fee are not withdrawals; however, deductions to pay fees to the Program Sponsor in excess of the Maximum Program Sponsor Fee are withdrawals. The Maximum Program Sponsor Fee is shown on the Contract Schedule.

Some withdrawals may reduce or eliminate the Monthly Benefit provided under this Group Contract.

A withdrawal may be cancelled if the Certificate Owner adds money to the Designated Account during the Withdrawal Reversal Period shown on the Contract Schedule. We consider the amount deposited, up to the amount of the withdrawal, to be a cancellation of the withdrawal and not an Additional Investment; we consider any amount of the deposit in excess of the withdrawal to be an Additional Investment. If the amount deposited is less than the withdrawal, we cancel only the portion of the withdrawal equal to the amount deposited.

If both an Additional Investment and a withdrawal occur on the same Business Day, we process the difference as either an Additional Investment or as a withdrawal, as appropriate.

If more than one withdrawal occurs on the same Business Day, we add all withdrawals together and process them as one withdrawal.

There are two types of withdrawals from the Designated Account: Permitted Withdrawals and Excess Withdrawals.

Permitted Withdrawals

Permitted Withdrawals are withdrawals from the Designated Account that do not exceed the Permitted Withdrawal Limit for a Certificate Year. Permitted Withdrawals do not reduce the Benefit Base or the Monthly Benefit. Any amount withdrawn in a Certificate Year in excess of the Permitted Withdrawal Limit is an Excess Withdrawal.

The date of the first withdrawal is the Withdrawal Start Date.

We calculate the Permitted Withdrawal Limit on the Withdrawal Start Date and on each Certificate Anniversary that occurs on or before the Benefit Determination Date. If the cumulative Permitted Withdrawals for a Certificate Year are less than the Permitted Withdrawal Limit, the difference is not added to the subsequent Certificate Year's Permitted Withdrawal Limit.

On the Withdrawal Start Date, the Permitted Withdrawal Limit is equal to the Age Based Income Percentage multiplied by the greater of the Designated Account value as of the end of the previous Business Day; or the Benefit Base on the Withdrawal Start Date.

On each Certificate Anniversary that occurs after the Withdrawal Start Date, the Permitted Withdrawal Limit is equal to the greater of:

- i. the Age Based Income Percentage applicable on the current Certificate Anniversary multiplied by the Designated Account value as of the end of the previous Business Day, or
- ii. the Age Based Income Percentage we used to determine the Permitted Withdrawal Limit on the previous Certificate Anniversary or on the Withdrawal Start Date, if later, multiplied by the Benefit Base as of the current Certificate Anniversary.

Designated Account *continued from the previous page*

We increase the Permitted Withdrawal Limit, if necessary, to equal the required minimum distribution amount that must be distributed from the Designated Account under the Federal Tax Code. We must receive Notice that the Certificate Owner is taking required minimum distributions from the Designated Account. Any amount withdrawn from the Designated Account to satisfy a required minimum distribution for another account in excess of the Permitted Withdrawal Limit is an Excess Withdrawal.

If a Certificate is reinstated, on the reinstatement date, we set the Permitted Withdrawal Limit to equal the Benefit Base multiplied by the Age Based Income Percentage on the reinstatement date.

Excess Withdrawals

An Excess Withdrawal is a withdrawal from the Designated Account that is greater than the Permitted Withdrawal Limit for that Certificate Year. Excess Withdrawals reduce the Benefit Base as shown in the Benefit Base section.

Monthly Benefit

If the Designated Account value falls below the Threshold Amount, the Threshold Grace Period begins, and we will send written notice to the Program Sponsor and Certificate Owner outlining the action necessary to prevent the Benefit Determination Date from occurring. Unless the Certificate Owner takes action as outlined in the notice, on the Benefit Determination Date, the Program Sponsor sends us the Certificate Owner's Final Premium, and Monthly Benefit payments will then begin on the Monthly Benefit Start Date.

Benefit Determination Date and Monthly Benefit Start Date

On the Benefit Determination Date, we determine the Monthly Benefit Start Date. First, we calculate the number of Monthly Benefit payments the Certificate Owner is entitled to for the remainder of the Certificate Year as the difference between the Permitted Withdrawal Limit for the current Certificate Year and the total amount withdrawn as Permitted Withdrawals. We then divide this difference by the Monthly Benefit and round up to the next whole number. However, we may reduce this number to align with the actual number of months left in the Certificate Year.

We then use the number of Monthly Benefit payments the Certificate Owner will receive to determine the Monthly Benefit Start Date. The Monthly Benefit Start Date precedes the next Certificate Anniversary by the number of Monthly Benefit payments we will make. The earliest possible Monthly Benefit Start Date is the Business Day immediately after the Benefit Determination Date.

Monthly Benefit

On the Benefit Determination Date, we determine the Monthly Benefit. The Monthly Benefit is the Benefit Base on the Benefit Determination Date multiplied by the Age Based Income Percentage we used to determine the Permitted Withdrawal Limit on the most recent Certificate Anniversary divided by twelve (12).

We deposit Monthly Benefit payments into the Designated Account or pay them directly to the Certificate Owner on each Benefit Payment Date, based on our agreement with the Program Sponsor. Other options may be arranged with our written agreement.

We pay the Monthly Benefit for as long as the Covered Person is living. If Joint Covered Persons are living on the Monthly Benefit Start Date, we continue Monthly Benefit payments until the date of death of the last surviving Covered Person. After the death of the last surviving Covered Person, the Beneficiary may receive a lump sum refund. The amount of the refund equals the Final Premium minus the total of all Monthly Benefit payments we paid to the Certificate Owner.

Benefit Base

I. Before and on the Withdrawal Start Date

On the Certificate Date, the Benefit Base is equal to the Designated Account value.

After the Certificate Date and before and on the Withdrawal Start Date, the Benefit Base is equal to the Benefit Base on the previous Business Day plus any Additional Investment added to the Designated Account on the previous Business Day.

II. After the Withdrawal Start Date and before and on the Benefit Determination Date

In all calculations, an Excess Withdrawal proportionately reduces the Benefit Base by the same percentage that it reduced the Designated Account value.

On each Business Day during this period, the Benefit Base is equal to the Benefit Base on the previous Business Day plus any Additional Investment added to the Designated Account on the previous Business Day and minus any reductions from any Excess Withdrawals that occurred on the previous Business Day.

On each Certificate Anniversary during this period, first we increase or decrease the Benefit Base by any Additional Investment added to, or Excess Withdrawal taken from, the Designated Account on the previous Business Day. Next, if the Age Based Income Percentage on the current Certificate Anniversary or Withdrawal Start Date, if later, multiplied by the Designated Account value as of the end of the previous Business Day is greater than the Age Based Income Percentage we used to determine the Permitted Withdrawal Limit on the previous Certificate Anniversary multiplied by the Benefit Base on the current Certificate Anniversary, we set the Benefit Base equal to the Designated Account value as of the end of the previous Business Day. Otherwise, we set the Benefit Base equal to the greater of the Designated Account value as of the end of the previous Business Day, or the Benefit Base on the current Certificate Anniversary.

III. After the Benefit Determination Date

After the Benefit Determination Date, we permanently set the Benefit Base equal to the Benefit Base on the Benefit Determination Date.

After the Benefit Determination Date, Additional Investments or withdrawals do not increase or decrease the Benefit Base.

IV. On and after the Annuity Date

If the entire Designated Account value is applied to an Optional Fixed Annuity, we permanently set the Benefit Base equal to zero on the Annuity Date, and the Certificate Owner will never receive the Monthly Benefit.

On and after the Annuity Date, Additional Investments or withdrawals do not increase or decrease the Benefit Base.

V. On and after the Reinstatement Date

If a Certificate is terminated for failure to pay Total Certificate Charges and afterwards reinstated, then on the reinstatement date, we set the Benefit Base equal to the Designated Account value as of the end of the reinstatement date. After the reinstatement date, we determine the Benefit Base as described above.

Optional Fixed Annuity

At any time before the Benefit Determination Date and before the Maturity Date, the Certificate Owner may apply the entire Designated Account value to one of the annuity options described below by sending us Notice. The Certificate Owner may only add a Joint Annuitant on the Annuity Date by sending us Notice. To receive annuity payments, the Designated Account must be terminated by liquidating all of the assets in the Designated Account and sending the proceeds along with a properly completed election form to us. Annuity payments begin on the Annuity Date. If the Designated Account value is applied to an Optional Fixed Annuity, the Benefit Base is reduced to zero, and the Certificate Owner never receives the Monthly Benefit.

The Certificate Owner may request monthly, quarterly, semi-annual, or annual annuity payments. After the Annuity Date, the Certificate Owner cannot change the annuity option or the annuity payment frequency. We reserve the right to require that the annuity payments be in an amount no less than the Minimum Annuity Payment Amount shown on the Contract Schedule. We send the annuity payments to the Certificate Owner, or to the person or entity designated by the Certificate Owner.

If the Designated Account value is greater than the Threshold Amount on the Maturity Date, we apply the entire Designated Account value to Optional Fixed Annuity Option A, unless the Certificate Owner instructs us otherwise. If Joint Covered Persons are both living on the Maturity Date and the Designated Account value is greater than the Threshold Amount, we add a Joint Annuitant and apply the entire Designated Account value to Optional Fixed Annuity Option B, unless the Certificate Owner instructs us otherwise.

If the Certificate Owner instructs us not to apply the entire Designated Account value to an Optional Fixed Annuity, the Certificate terminates on the Maturity Date.

Option A – Installments for Life The Certificate Owner receives equal installments as long as the Annuitant is living. We base installments on the purchase rate we declare. This purchase rate will never be less than the purchase rate shown in Table 1.

Option B – Joint and Survivor Annuity The Certificate Owner receives equal installments while either Joint Annuitant is still living. The entire original installment amount continues for the life of the surviving Joint Annuitant after the death of a Joint Annuitant. We base installments on the purchase rate we declare. This purchase rate will never be less than the purchase rate shown in Table 2.

Guaranteed Purchase Rate Tables are shown on the Contract Schedule.

Total Certificate Charges

The Program Sponsor automatically deducts Total Certificate Charges from the Designated Account, or another account designated by the Certificate Owner, on each Due Date and sends them to the Company. Total Certificate Charges deducted from the Designated Account are not considered withdrawals.

Insurance Charges

Insurance Charges pay for the benefits provided under the Certificate. The Initial Annual Insurance Charge Rates are shown on the Certificate Schedule. If we change Annual Insurance Charge Rates, we will send written notice of the change to the Program Sponsor and the Certificate Owner.

Administrative Charges

Administrative Charges pay for the cost of administering, distributing and maintaining the Certificate. The Annual Administrative Charge Rate is shown on the Certificate Schedule.

Payment of Total Certificate Charges

Total Certificate Charges are due on the Due Dates shown on the Certificate Schedule. If the Due Date is not a Business Day, then the Total Certificate Charges are due on the next Business Day. Total Certificate Charges are payable in advance for each period during the term of a Certificate. Periods begin on a Due Date and end on the day before the next Due Date. Total Certificate Charges are not due after the Benefit Determination Date or on and after the Annuity Date. If the Annuity Date is not a Due Date, we add the amount of the estimated Total Certificate Charge the Certificate Owner paid in advance from the date of election through the next Due Date to the Designated Account value before calculating the annuity payments.

On each Due Date, we calculate an estimated Total Certificate Charge for the upcoming period for each approved asset allocation program. The estimated Total Certificate Charge due for an asset allocation program is:

$$A \times B \times C \times D$$

Where:

A = The daily rate for that program. The daily rate for each asset allocation program is the Annual Insurance Charge Rate for that program plus the Annual Administrative Charge Rate, with the result then divided by the number of calendar days in the applicable Certificate Year.

B = The Benefit Base on the Due Date.

C = The portion of the Designated Account value in that program on the Due Date divided by the total Designated Account value on the Due Date.

D = The number of calendar days in that period.

The estimated Total Certificate Charge for a given period is equal to the sum of the estimated Total Certificate Charge for each approved asset allocation program the Certificate Owner selects.

Total Certificate Charges *continued from the previous page*

On the second and later Due Dates, we calculate the final Total Certificate Charge for the previous period for each approved asset allocation program. For each day during the previous period, the actual daily Total Certificate Charge for each asset allocation program to which the Designated Account value was allocated is:

$$A \times B \times C$$

Where:

A = The daily rate for that program. The daily rate for each asset allocation program is the Annual Insurance Charge Rate for that program plus the Annual Administrative Charge Rate, with the result then divided by the number of calendar days in the applicable Certificate Year.

B = The Benefit Base on that day.

C = The portion of the Designated Account value in that program on that day divided by the total Designated Account value on that day.

The final Total Certificate Charge for the previous period is equal to the sum, for each day in the previous period, of the actual daily Total Certificate Charge for each approved asset allocation program to which the Designated Account value was allocated.

The Program Sponsor automatically deducts the estimated Total Certificate Charges from the Designated Account, or another account designated by the Certificate Owner, on each Due Date and sends them to the Company. If the actual Total Certificate Charges for the previous period are greater than the estimated Total Certificate Charges paid on the previous Due Date, we increase the estimated Total Certificate Charges due on that Due Date by the amount of the difference. If the actual Total Certificate Charges for the previous period are less than the estimated Total Certificate Charges paid on the previous Due Date, we decrease the estimated Total Certificate Charges due on that Due Date by the amount of the difference.

If a Certificate terminates for any reason other than non-payment of the Total Certificate Charges on a Due Date, we calculate the final Total Certificate Charges for the period ending on the effective termination date. If the final Total Certificate Charges for the period are greater than the estimated Total Certificate Charges paid on the previous Due Date, we deduct the amount of the difference from the Designated Account, or another account designated by the Certificate Owner. If the actual Total Certificate Charges for the period are less than the estimated Total Certificate Charges paid on the previous Due Date, we credit the amount of the difference to the Designated Account, or another account designated by the Certificate Owner.

Grace Period

We allow a Grace Period for payment of Total Certificate Charges. The Grace Period is shown on the Contract Schedule. If Total Certificate Charges are not paid by the Certificate Owner by the end of the Grace Period, the Certificate terminates at the end of the last Business Day of the applicable Grace Period.

Termination

Contract Discontinuance

The Company or the Program Sponsor may discontinue this Group Contract at any time. We will discontinue the Group Contract on the date that provides the Minimum Notice for Contract Discontinuance in the Contract Schedule or, if later, on the date specified in the notice. Beginning on the date this Group Contract is discontinued, we will not accept new applications for a Certificate.

Contract Discontinuance does not affect any rights or guarantees Certificate Owners have with respect to their Certificates issued under this Group Contract. Our obligations to those Certificate Owners continue as if the Contract Discontinuance had not occurred unless the Certificate is terminated in accordance with this Group Contract. The Program Sponsor's obligations under this Group Contract continue as if the Contract Discontinuance had not occurred until there are no outstanding Certificates issued under this Group Contract.

If this Group Contract is discontinued, it terminates when all Certificates issued under this Group Contract terminate.

Certificate Termination

A Certificate terminates on the earliest of the following.

- The date of cancellation of the Certificate by the Certificate Owner. The date of cancellation is the later of the date the Certificate Owner specifies for the cancellation in the Certificate Owner's Notice to us, or the date we receive and accept such Notice.
- The date the Certificate Owner closes the Designated Account with the Program Sponsor.
- The date the Grace Period expires and Total Certificate Charges are outstanding.
- The date any Covered Person or Annuitant is no longer the owner of, or an individual with the beneficial interest in, the Designated Account.
- The date that the Benefit Base is zero, unless the Certificate Owner applied the entire Designated Account value to an Optional Fixed Annuity.
- The date the Required Reallocation Period expires if the Certificate Owner has not reallocated the Designated Account into one or more approved asset allocation programs.
- The date the Allocation Correction Period expires if the Certificate Owner has not reallocated the Designated Account to one or more approved asset allocation programs.
- The date specified in the written notice from us to the Certificate Owner if the Program Sponsor no longer maintains any approved asset allocation programs.
- The date the Addition Reversal Period expires if the Certificate Owner has not withdrawn the excess Additional Investment from the Designated Account.
- The date that the Designated Account value is reduced to zero in connection with an Excess Withdrawal.
- The date we receive due proof of the death of the sole Covered Person. If there are Joint Covered Persons, the date we receive due proof of the death of the last surviving Joint Covered Person. However, if there are Joint Covered Persons and one of them dies before the Monthly Benefit Start Date and the Joint Covered Persons were not recognized as Spouses under the Federal Tax Code at the time of death, we terminate the Certificate as of the date of divorce.
- The date of divorce, if the Designated Account value is greater than the Threshold Amount, and if one of the Joint Covered Persons dies before we receive Notice of the divorce.
- The date our last annuity payment obligation is met.
- The Maturity Date, if the Designated Account value is greater than the Threshold Amount and the Certificate Owner does not apply the entire Designated Account value to an Optional Fixed Annuity.

Termination *continued from the previous page*

Certificates have no cash value, unless amended by any applicable rider. Upon termination of a Certificate, our obligations to the Certificate Owner cease except for any refund of unearned Total Certificate Charges.

If we begin payment of Monthly Benefits or annuity payments, contract provisions that do not apply to our payment obligations terminate at the earliest of the Benefit Determination Date or Annuity Date.

Right to Reinstate a Certificate

A Certificate Owner shall have a one-time right to reinstate a Certificate once it terminates for failure to pay Total Certificate Charges under this Group Contract. The right to reinstate is limited to the Right to Reinstate Period shown on the Contract Schedule.

Right to Reapply

If we terminate a Certificate, we will not accept an application for a new Certificate from the Certificate Owner until expiration of the Reapplication Wait Period shown on the Contract Schedule. We waive the waiting period if a Certificate is terminated during the Wait Period Waiver shown on the Contract Schedule. Any subsequent application for a new Certificate is subject to the availability of insurance for new Certificates and our underwriting rules in effect at that time.

Information

Data to be Furnished

The Program Sponsor, or any other person designated by the Program Sponsor, gives us certain information we need to administer this Group Contract and each Certificate. While this Group Contract is in force and for such time thereafter as we are obligated to pay the Monthly Benefit or make annuity payments in accordance with this Group Contract, we may inspect any of the Program Sponsor's documents, books, or records which may affect the Insurance Charges or the Administrative Charges or amounts calculated under a Certificate. We will conduct any such inspection during reasonable business hours.

Error or Incorrect Information

Neither errors (whether by the Program Sponsor, an administrator, or us) in the required information regarding this Group Contract or any Certificate, nor delays in updating such information in the records, voids any Certificate that otherwise would have been in effect. When an error is found or updated information has been given, we reserve the right to adjust, as applicable, the Insurance Charges, Administrative Charges, Benefit Base, Permitted Withdrawal Limit, Age Based Income Percentage, Maturity Date, Monthly Benefit and annuity payments for any Certificate based on the correct information, in accordance with the terms of this Group Contract.

Ownership

Change of Certificate Owner, Covered Person, or Annuitant

A Certificate Owner, Covered Person, or Annuitant may not be changed without our approval. We will not approve any change that violates any federal or state law. To request a change, the Certificate Owner must send us Notice. If there are Joint Certificate Owners, both must agree in writing to the change. If we approve a change, it is effective as of the date we receive Notice. We are not responsible for any tax consequences of such a change. We are not liable for any actions taken before we receive the Notice and approve of and record the change. Upon the change, we issue a new Certificate Schedule to reflect the change.

Adding a Joint Covered Person

The Certificate Owner may add a Joint Covered Person after the Certificate Date and before the Withdrawal Start Date by sending us Notice if the Joint Covered Person is the Covered Person's Spouse, has attained the Minimum Age shown on the Contract Schedule, is not older than the Maximum Age shown on the Contract Schedule, and if:

- i. the Joint Covered Person attained the Minimum Age within sixty (60) days of our receipt of Notice; or
- ii. the Covered Person and the Joint Covered Person married within sixty (60) days of our receipt of Notice.

If a Joint Covered Person is added after the Certificate Date, we apply new Annual Insurance Charge Rates and Age Based Income Percentages for Joint Covered Persons beginning on the Due Date following the date we add the Joint Covered Person. Annual Insurance Charge Rates and Age Based Income Percentages for Joint Covered Persons are shown on the Contract Schedule.

We may not allow Joint Covered Persons for some Certificates that are owned by a non-individual.

Divorce

If there is a divorce, a Certificate Owner must immediately send us Notice. We will comply with any applicable law or court order regarding the Certificate. If the applicable law or the court order divides either (i) the Designated Account, or (ii) any benefit payments being made from the Certificate, we will issue one of the former Spouses a new Certificate, and we will issue a new Certificate Schedule for the original Certificate to the other former Spouse to reflect the division and changes in the Certificate Owner, Covered Person, and Annuitant.

If there is a divorce before the Monthly Benefit Start Date, when the Designated Account value is greater than the Threshold Amount, and if one of the Certificate Owners or Covered Persons dies before we receive Notice of the divorce, the Certificate terminates as of the date of the divorce to comply with the Federal Tax Code.

Death of a Joint Covered Person

If a Joint Covered Person dies before the Monthly Benefit Start Date or the Annuity Date, the surviving Joint Covered Person becomes the sole Covered Person on the date we receive due proof of death if the Joint Covered Persons were recognized as Spouses under the Federal Tax Code on the date of death. We apply new Annual Insurance Charge Rates and Age Based Income Percentages for sole Covered Persons beginning on the Due Date following the date we receive due proof of death of the Joint Covered Person. However, if the Joint Covered Persons were not recognized as Spouses under the Federal Tax Code on the date of death, we terminate the Certificate as of the date of divorce.

Assignment of the Certificate

A Certificate Owner may not assign or transfer any ownership rights of a Certificate, including the right to any Monthly Benefit or annuity payment.

General Provisions

Entire Contract

This Group Contract, the Certificates, any endorsements, amendments, and any riders together are the entire contract and constitute the contract between the Program Sponsor and us with respect to the rights and obligations described in this Group Contract and the Certificates. We deem all statements made to us by any Program Sponsor, any Certificate Owner, any Covered Person or any Annuitant to be representations and not warranties.

Contestability

We will not contest any Certificate issued under this Group Contract.

Age or Gender

We may periodically require proof of any Covered Person and/or Annuitant's gender and Age. After the Benefit Determination Date or Annuity Date, we may periodically require proof that the Covered Person or Annuitant, and if applicable the Joint Covered Person or Joint Annuitant, are still living.

If the Age or gender of a Covered Person or Annuitant is misstated on the enrollment application, we reserve the right to adjust, as applicable, the Insurance Charges, Benefit Base, Permitted Withdrawal Limit, Age Based Income Percentage, Maturity Date, Monthly Benefit and annuity payments for any Certificate based on the correct Age or gender, in accordance with the terms of this Group Contract. If there is any change to the amounts payable by us under this Group Contract, we will correct the payments as follows. If there is any underpayment, we pay the amount of the underpayment in one sum. Any overpayment is deducted from the current or succeeding payment or payments due under the Certificate until fully paid. If we issue a Certificate before the Minimum Age or after the Maximum Age shown on the Contract Schedule due to a misstatement of Age, we void the Certificate and return the Total Certificate Charges paid.

Reports to Certificate Owners

We send each Certificate Owner a report at the end of each calendar year. The report includes any information that may be currently required by the insurance supervisory official of the jurisdiction in which the Certificate is issued.

No Dividends are Payable

This is a nonparticipating contract. This Group Contract does not participate in our profits or surplus, and no dividends are payable.

Who Can Make Changes in this Group Contract

Any changes to this Group Contract must be in writing, signed by our President and our Secretary.

Amendments

We reserve the right to amend this Group Contract in order to comply with changes in applicable law or to retain the qualification for treatment as an annuity, whether under state or federal law, including the following:

- The Federal Tax Code as amended;
- Treasury regulations under the Federal Tax Code;
- Internal Revenue Service rulings; and
- Any requirements imposed by the Internal Revenue Service.

General Provisions *continued from the previous page*

Riders and endorsements that we add to the Certificates in order to comply with applicable tax law do not require the Certificate Owner's consent but are subject to regulatory approval. Any such changes apply uniformly to all Certificates that are affected. We will send the Certificate Owner written notice of such changes.

In all events, notwithstanding any other provision of this Group Contract or any Certificate, we interpret and administer this Group Contract and each Certificate in accordance with the Federal Tax Code.

Conformity with Law

If any provision of this Group Contract is contrary to any applicable law, such provision is considered amended to conform to such law.

Certificate Owner's Right to Return the Certificate

A Certificate Owner may return a Certificate within 20 days after receiving it, or longer if the state where the Certificate is issued requires it, if the Certificate Owner is dissatisfied for any reason. We void the Certificate and mail a refund of all Total Certificate Charges within ten (10) days of receipt of the returned Certificate.

Certificates

We furnish a Certificate to each Certificate Owner.

Minimum Benefits

The benefits payable under this Group Contract are not less than the minimum benefits required by the laws of the state in which this Group Contract is issued.

Group Deferred Fixed Annuity Contract

Allianz Life and Annuity Company

[5701 Golden Hills Drive]

[Minneapolis, MN 55416-1297]

[800.950.1962]

Contract Schedule

Program Sponsor: [XYZ Trust/Broker-Dealer] Contract Date: [January 1, 1234]
 Contract Number: [1234 Specimen] Issue State: [State]

Eligible Persons: [XYZ Broker-Dealer clients who participate in approved asset allocation programs and are Covered Persons who are at least age 50 and younger than age 81 on the Certificate Date.]

Minimum Notice for Contract Discontinuance: [Six] months
 [Optional Riders:] [Maximum Anniversary Rider]
 [Income Protection Rider]
 [Cost of Living Adjustment Rider]

Information shown on Certificate Schedule:

Certificate Number: Certificate specific
 Certificate Date: Certificate specific Maturity Date: Certificate specific

Certificate Owner: Certificate specific Joint Certificate Owner: Certificate specific

Covered Person: Certificate specific Joint Covered Person: Certificate specific
 Covered Person's DOB: Certificate specific Joint Covered Person's DOB: Certificate specific

Annuitant: Certificate specific
 Annuitant's DOB: Certificate specific

Minimum Age: [50] Maximum Age: [80]

Minimum Annuity Payment Amount: \$[100] per month

Designated Account

Account Number: Certificate specific
 Maximum Coverage Amount: [\$5,000,000]
 Asset Allocation Program(s): Certificate specific
 Required Reallocation Period: [30 days from the date of the written notice]
 Allocation Correction Period: [10 days from the date of the written notice]
 Addition Reversal Period: [60 days from the date of the written notice]
 Minimum Threshold Amount: [\$20,000]
 Threshold Grace Period: [10 days from the date of the written notice]

Benefit Base

Initial Benefit Base: Certificate specific
 [Roll-up Rate:] [5.0]%
 [Roll-up Factor:] [200]%
 [Roll-up Certificate Year:] [The Certificate Year beginning on the Certificate Anniversary exactly 3 Certificate Years before any Certificate Anniversary]

[Roll-up Lag Factor:] [100]%
 [Cost of Living Adjustment Rate:] [3.0]%

Withdrawals

Maximum Program Sponsor Fee: [0.50]% of the assets in the Designated Account per [Due Date]
 Withdrawal Reversal Period: [10 days from the date of withdrawal]

Age Based Income Percentage Table

| [Age of the sole Covered Person, or if Joint Covered Persons, the Age of the younger Covered Person] | Percentage |
|--|------------|
| 50 – 59 | 4% |
| 60 – 69 | 5% |
| 70 – 79 | 6% |
| 80 + | 7%] |

Contract Schedule (continued)

Total Certificate Charges

Grace Period: [30] days

Due Dates: [Certificate Date and the first Business Day in January, April, July and October]
[Certificate Date and each quarterly anniversary of the Certificate Date or the next Business Day if such day is not a Business Day]

Insurance Charges

[Initial Annual Insurance Charge Rate for a Sole Covered Person]

[If Program Sponsor Fees are not deducted from Designated Account
[ABC Asset Allocation Program] [0.95%]
[DEF Asset Allocation Program] [0.95%]]

[If Program Sponsor Fees are deducted from Designated Account
[ABC Asset Allocation Program] [1.05%]
[DEF Asset Allocation Program] [1.05%]]

[Initial Annual Insurance Charge Rate for Joint Covered Persons]

[If Program Sponsor Fees are not deducted from Designated Account
[ABC Asset Allocation Program] [1.20%]
[DEF Asset Allocation Program] [1.20%]]

[If Program Sponsor Fees are deducted from Designated Account
[ABC Asset Allocation Program] [1.55%]
[DEF Asset Allocation Program] [1.55%]]

[Initial Annual Insurance Charge Rate, including the Cost of Living Adjustment Rider, for a Sole Covered Person]

[If Program Sponsor Fees are not deducted from Designated Account
[ABC Asset Allocation Program] [1.45%]
[DEF Asset Allocation Program] [1.45%]]

[If Program Sponsor Fees are deducted from Designated Account
[ABC Asset Allocation Program] [1.55%]
[DEF Asset Allocation Program] [1.55%]]

[Initial Annual Insurance Charge Rate, including the Cost of Living Adjustment Rider, for Joint Covered Persons]

[If Program Sponsor Fees are not deducted from Designated Account
[ABC Asset Allocation Program] [1.70%]
[DEF Asset Allocation Program] [1.70%]]

[If Program Sponsor Fees are deducted from Designated Account
[ABC Asset Allocation Program] [2.05%]
[DEF Asset Allocation Program] [2.05%]]

Insurance Charge Rates are guaranteed for the first [two (2) Certificate Years]. Subsequent Insurance Charge Rates will not change more than [once per Certificate Year] and are guaranteed to be no greater than [.50]% more than the rates shown above.

Administrative Charge

The Annual Administrative Charge Rate is [0.25]%.

Reinstatement and Reapplication

Right to Reinstatement Period: [90 days] after Certificate termination

Reapplication Wait Period: [24 months] after Certificate termination

Wait Period Waiver: [30 days] before and after every [fifth] Certificate Anniversary

Contract Schedule (continued)

Guaranteed Purchase Rate Tables are based on [1]% interest and the [Annuity 2000 Mortality Tables]. Values for ages not shown will be furnished upon request.

TABLE 1, LIFE ONLY ANNUITY
Monthly Installments, per \$1,000, payable during the lifetime of the Annuitant.

| Age on Annuity Date | Male Annuitant | Female Annuitant |
|------------------------|-------------------|---------------------|
| [50 | 3.02 | 2.78 |
| 51 | 3.09 | 2.84 |
| 52 | 3.17 | 2.90 |
| 53 | 3.25 | 2.97 |
| 54 | 3.33 | 3.04 |
| 55 | 3.42 | 3.12 |
| 56 | 3.51 | 3.20 |
| 57 | 3.61 | 3.29 |
| 58 | 3.72 | 3.38 |
| 59 | 3.83 | 3.47 |
| 60 | 3.95 | 3.57 |
| 61 | 4.07 | 3.68 |
| 62 | 4.21 | 3.79 |
| 63 | 4.35 | 3.91 |
| 64 | 4.50 | 4.04 |
| 65 | 4.67 | 4.18 |
| 66 | 4.84 | 4.33 |
| 67 | 5.03 | 4.48 |
| 68 | 5.22 | 4.65 |
| 69 | 5.43 | 4.83 |
| 70 | 5.66 | 5.03 |
| 71 | 5.90 | 5.24 |
| 72 | 6.15 | 5.47 |
| 73 | 6.42 | 5.71 |
| 74 | 6.71 | 5.98 |
| 75 | 7.02 | 6.26 |
| 76 | 7.36 | 6.57 |
| 77 | 7.71 | 6.91 |
| 78 | 8.09 | 7.27 |
| 79 | 8.50 | 7.66 |
| 80 | 8.93 | 8.09] |

TABLE 2, JOINT AND SURVIVOR ANNUITY
Monthly installment per \$1,000, payable as long as either Annuitant is living.

| Age of Male on Annuity Date | Age of Female on Annuity Date | | | | | | |
|--------------------------------|-------------------------------|------|------|------|------|------|-------|
| | 50 | 55 | 60 | 65 | 70 | 75 | 80 |
| [50 | 2.49 | 2.63 | 2.74 | 2.84 | 2.90 | 2.95 | 2.98 |
| 55 | 2.58 | 2.76 | 2.94 | 3.09 | 3.21 | 3.29 | 3.35 |
| 60 | 2.65 | 2.88 | 3.12 | 3.34 | 3.54 | 3.69 | 3.80 |
| 65 | 2.70 | 2.97 | 3.27 | 3.58 | 3.89 | 4.15 | 4.36 |
| 70 | 2.73 | 3.03 | 3.38 | 3.78 | 4.22 | 4.64 | 5.00 |
| 75 | 2.75 | 3.06 | 3.46 | 3.93 | 4.49 | 5.11 | 5.70 |
| 80 | 2.76 | 3.09 | 3.51 | 4.04 | 4.70 | 5.50 | 6.37] |

Group Deferred Fixed Annuity Certificate

This Certificate is a summary of your rights under the Group Contract which guarantees Monthly Benefit payments to you over the life of the Covered Person(s) in the event your Designated Account value falls below the Threshold Amount before the Maturity Date and this Certificate is still in force. In order to receive the full benefit of the Group Contract, you must comply with all terms of the Group Contract, as described in this Certificate.

There is no cash surrender value or death benefit under the Group Contract, unless amended by any applicable rider. Your Designated Account is not an account of the Company, and the investments of your Designated Account are not assets of the Company. Your Designated Account is subject to the Program Sponsor's agreement with you. The Group Contract under which this Certificate is issued is nonparticipating.

In consideration of your application for this Certificate and the payment of Total Certificate Charges, we agree, subject to the terms and conditions of the Group Contract, to pay to you the Monthly Benefit according to the terms of the Group Contract. Alternatively, we agree to make annuity payments to you if you elect to apply all of your Designated Account value to purchase an Optional Fixed Annuity from the Company.

Signed for the Company at its home office on the Contract Date.

[

]

[Cynthia Pevehouse

Gary Bhojwani]

Secretary

President

Right to Examine this Certificate: Within 20 days after receiving this Certificate, if you are dissatisfied for any reason, this Certificate may be returned to your agent or to us. We will void this Certificate and mail a refund of any Total Certificate Charges paid within ten (10) days of receipt of this Certificate.

THIS CERTIFICATE DESCRIBES THE BENEFITS AND PROVISIONS OF THE GROUP CONTRACT. READ THIS CERTIFICATE CAREFULLY. THE GROUP CONTRACT, AS ISSUED TO THE PROGRAM SPONSOR BY US, ALONE MAKES UP THE AGREEMENT UNDER WHICH BENEFITS ARE PAID. THE GROUP CONTRACT MAY BE INSPECTED AT THE OFFICE OF THE PROGRAM SPONSOR.

This is a legal contract between you and the Company.

Read this Certificate carefully

Guide to Certificate Provisions

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Definitions

We, Our, Us and the Company

Allianz Life and Annuity Company.

You, Your, Certificate Owner

The purchaser of this Certificate who was named on the Certificate Date and is entitled to the ownership rights of the Certificate. The Certificate Owner must be an owner of the Designated Account.

If there are joint owners of the Designated Account, either joint owner may be named a Certificate Owner; both joint owners may be named Joint Certificate Owners if they are Spouses. If Joint Certificate Owners are named, any reference to "Certificate Owner" means "Joint Certificate Owner".

The Certificate Owner is shown on the Certificate Schedule.

Age

An individual's age on his or her most recent birthday.

Age Based Income Percentage

The rate we use to calculate the Permitted Withdrawal Limit and the Monthly Benefit. The Age Based Income Percentage Table is shown on the Certificate Schedule and is based on the Age of the Covered Person. If Joint Covered Persons are named, the Age Based Income Percentage is based on the Age of the younger Joint Covered Person.

Annuitant

The person upon whose Age and lifetime we base annuity payments if your Designated Account value is applied to an Optional Fixed Annuity. If the Annuitant is not the sole Covered Person and dies before the Annuity Date, a new Annuitant may be appointed subject to our approval. However, if the Annuitant is the sole Covered Person and dies before the Annuity Date, this Certificate terminates.

At all times, the Annuitant must be a Certificate Owner, unless the Certificate Owner is a non-individual. If the Certificate Owner is a non-individual, the Annuitant must be an individual with beneficial interest in your Designated Account.

The Annuitant is shown on the Certificate Schedule.

Annuity Date

The day annuity payments begin if your Designated Account value is applied to an Optional Fixed Annuity.

Beneficiary

The person(s) or entity(ies) you name to receive the Monthly Benefit. You may change the Beneficiary(ies) by sending us Notice.

Benefit Base

An amount used to determine the Permitted Withdrawal Limit and the Monthly Benefit for this Certificate.

Benefit Determination Date

The day the Threshold Grace Period expires so long as this Certificate is in force and the Benefit Base is greater than zero. If that day is not a Business Day, the Benefit Determination Date will be on the next Business Day.

Benefit Payment Date

Each Business Day we pay the Monthly Benefit. The first Benefit Payment Date is the Monthly Benefit Start Date. Each Benefit Payment Date is on the same day of the month as the Certificate Date. If that day is not a Business Day, or does not exist in a given month (e.g. February 30), the Benefit Payment Date will be on the next Business Day.

Definitions *continued from the previous page*

Business Day

Each day (i) the Program Sponsor is open for business, (ii) we are open for business, and (iii) the New York Stock Exchange is open for trading.

Certificate

This form issued to you which provides a summary of the benefits, rights, and terms under the Group Contract.

Certificate Anniversary

The day that occurs on the same day and in the same month as the Certificate Date for each Certificate Year. The first Certificate Anniversary is 12 months after the Certificate Date. If that day is not a Business Day or does not exist in a given month (e.g. February 30), the Certificate Anniversary will be on the next Business Day.

Certificate Date

The first day this Certificate is effective. The Certificate Date is shown on the Certificate Schedule and determines the Certificate Anniversary and the Certificate Year.

Certificate Year

The first Certificate Year begins on the Certificate Date. Subsequent Certificate Years begin on the Certificate Anniversaries. All Certificate Years end at the end of the Business Day before the next Certificate Anniversary.

Covered Person

The person upon whose Age and lifetime we base the Monthly Benefit payments and Age Based Income Percentage. On the Certificate Date, the Covered Person must be at least the Minimum Age and no older than the Maximum Age shown on the Certificate Schedule. At all times, the Covered Person must be a Certificate Owner, unless the Certificate Owner is a non-individual. If the Certificate Owner is a non-individual, the Covered Person must be the Annuitant.

If Joint Covered Persons are named, any reference to "Covered Person" also means "Joint Covered Person".

The Covered Person is shown on the Certificate Schedule.

Designated Account

An investment account established by you with the Program Sponsor that participates in one or more approved asset allocation programs offered by the Program Sponsor and approved by us.

Due Date

Each Business Day we calculate and deduct Total Certificate Charges from your Designated Account, or another account you designate. The first Due Date is the Certificate Date. The Due Dates are shown on the Certificate Schedule. If that day is not a Business Day, the Due Date will be on the next Business Day. There are no more Due Dates on or after the Benefit Determination Date.

Federal Tax Code

The Internal Revenue Code of 1986, as amended.

Final Premium

Your Designated Account value on the Benefit Determination Date.

Group Contract

The group master contract issued to the Program Sponsor, under which this Certificate is provided.

Definitions *continued from the previous page*

Joint Annuitant

We only allow Joint Annuitants if you apply your entire Designated Account value to one of the annuity options described in the Optional Fixed Annuity section. You may only add a Joint Annuitant on the Annuity Date by sending us Notice. Joint Annuitants must be Spouses.

Joint Certificate Owner

If there are two Certificate Owners, each Owner is a Joint Certificate Owner. Joint Certificate Owners must be Spouses. Joint Certificate Owners have equal ownership rights and both must authorize any exercise of those ownership rights unless we allow otherwise.

Joint Covered Person

If there are two Covered Persons, each Covered Person is a Joint Covered Person. Joint Covered Persons must be Spouses and must have a beneficial interest in your Designated Account.

Maturity Date

The Business Day that this Certificate terminates if your Designated Account value is greater than the Threshold Amount, and you elect not to begin annuity payments. The Maturity Date is shown on the Certificate Schedule. If that day is not a Business Day, the Maturity Date will be on the next Business Day.

Monthly Benefit

The monthly lifetime income paid on each Benefit Payment Date.

Monthly Benefit Start Date

The Business Day we begin payment of the Monthly Benefit. The Monthly Benefit Start Date will be on the same day of the month as the Certificate Date. If that day is not a Business Day, or does not exist in a given month (e.g. February 30), the Monthly Benefit Start Date will be on the next Business Day.

Notice

Receipt of a written request satisfactory to the Company.

Permitted Withdrawal Limit

The maximum amount you may withdraw from your Designated Account each Certificate Year before the Benefit Determination Date without reducing or eliminating the benefits under this Certificate.

Program Sponsor

The owner of the Group Contract who was named on the Contract Date and is shown on the Certificate Schedule.

Spouses

Partners joined in marriage as defined by the Federal Tax Code.

Threshold Amount

An amount that is the greater of the Minimum Threshold Amount shown on the Certificate Schedule or the Permitted Withdrawal Limit. When your Designated Account value falls below this amount, the Threshold Grace Period begins.

Threshold Grace Period

The period that begins before the Annuity Date and after your Designated Account value falls below the Threshold Amount. The Threshold Grace Period is shown on the Certificate Schedule.

Definitions *continued from the previous page*

Total Certificate Charges

The sum of all Insurance Charges and Administrative Charges payable on each Due Date.

Withdrawal Start Date

The day on which you take the first withdrawal from your Designated Account, and the withdrawal is not cancelled.

Designated Account

The Designated Account is an investment account you have established with the Program Sponsor. Your rights and obligations with respect to the Designated Account are set forth in your agreement with the Program Sponsor.

Your Designated Account must continually be invested in one or more asset allocation programs offered by the Program Sponsor and approved by us. The approved asset allocation programs as of the Certificate Date are shown on the Certificate Schedule.

We reserve the right to approve additional asset allocation programs and to remove the approval status from previously approved asset allocation programs. If we remove approval status, we will send written notice of the change to you and the Program Sponsor. You must reallocate that portion of your Designated Account into one or more approved asset allocation programs. If you fail to make this reallocation by the end of the Required Reallocation Period shown on the Certificate Schedule, the Certificate terminates as of the end of the Required Reallocation Period.

If you reallocate the assets so that any portion is no longer invested in an approved asset allocation program, we will send written notice to you that the reallocation fails to comply with our requirements. You must reallocate that portion of your Designated Account into one or more approved asset allocation programs. If you fail to make this reallocation by the end of the Allocation Correction Period shown on the Certificate Schedule, the Certificate terminates as of the date the assets were first transferred out of the approved asset allocation program.

If the Program Sponsor changes the asset allocation program(s) so that they no longer meet our standards, meaning we must remove approval status from the program(s), or discontinues the approved asset allocation program(s), and, therefore, the Program Sponsor no longer maintains a qualifying program, we may, at our sole discretion, either:

- i. require the Program Sponsor to establish a new program, which may include investment guidelines established by us; or
- ii. terminate the Group Contract and all Certificates issued under the Group Contract if we cannot reach an agreement with the Program Sponsor to establish and maintain at least one approved asset allocation program.

If the Program Sponsor no longer maintains any approved asset allocation programs, we will send written notice of termination to you and the Program Sponsor. If the Program Sponsor no longer maintains any approved asset allocation programs, you may be able to transfer your Designated Account value and Benefit Base to a new Certificate with another program sponsor and receive a new certificate. However, any new certificate may have different features, charges, or guarantees.

Additional Investments to the Designated Account

An Additional Investment is money added to your Designated Account after the Certificate Date. Proceeds from the assets held in your Designated Account are not Additional Investments.

The total amount of Additional Investments, plus the initial amount in your Designated Account for all Certificates issued under the Group Contract or a similar contract, may not exceed the Maximum Coverage Amount shown on the Certificate Schedule unless approved by us. If the Maximum Coverage Amount is exceeded, we will send written notice to you. You must remove the portion of the Additional Investment that exceeds the Maximum Coverage Amount from your Designated Account. We do not consider this removal to be a withdrawal. If you fail to do so by the end of the Addition Reversal

Designated Account *continued from the previous page*

Period shown on the Certificate Schedule, the Certificate terminates as of the date the excess Additional Investment was added to your Designated Account.

If any additional assets are deposited into your Designated Account during the Withdrawal Reversal Period shown on the Certificate Schedule, the amount deposited up to the amount of the withdrawal is considered a cancellation of the withdrawal and not an Additional Investment. We consider any excess to be an Additional Investment. If both an Additional Investment and a withdrawal occur on the same Business Day, we process the difference as either an Additional Investment or as a withdrawal, as appropriate.

If more than one Additional Investment occurs on the same Business Day, we add all Additional Investments together and process them as one Additional Investment.

Withdrawals from the Designated Account

A withdrawal is money deducted from your Designated Account after the Certificate Date. Deductions from the Designated Account to pay (i) Total Certificate Charges or (ii) fees to the Program Sponsor up to the Maximum Program Sponsor Fee are not withdrawals; however, deductions to pay fees to the Program Sponsor in excess of the Maximum Program Sponsor Fee are withdrawals. The Maximum Program Sponsor Fee is shown on the Certificate Schedule.

Some withdrawals may reduce or eliminate the Monthly Benefit provided under the Group Contract.

You may cancel a withdrawal by adding money to your Designated Account during the Withdrawal Reversal Period shown on the Certificate Schedule. We consider the amount deposited, up to the amount of the withdrawal, to be a cancellation of the withdrawal and not an Additional Investment; we consider any amount of the deposit in excess of the withdrawal to be an Additional Investment. If the amount deposited is less than the withdrawal, we cancel only the portion of the withdrawal equal to the amount deposited.

If both an Additional Investment and a withdrawal occur on the same Business Day, we process the difference as either an Additional Investment or as a withdrawal, as appropriate.

If more than one withdrawal occurs on the same Business Day, we add all withdrawals together and process them as one withdrawal.

There are two types of withdrawals from your Designated Account: Permitted Withdrawals and Excess Withdrawals.

Permitted Withdrawals

Permitted Withdrawals are withdrawals from your Designated Account that do not exceed the Permitted Withdrawal Limit for a Certificate Year. Permitted Withdrawals do not reduce the Benefit Base or the Monthly Benefit. Any amount withdrawn in a Certificate Year in excess of the Permitted Withdrawal Limit is an Excess Withdrawal.

The date of the first withdrawal is the Withdrawal Start Date.

We calculate the Permitted Withdrawal Limit on the Withdrawal Start Date and on each Certificate Anniversary that occurs on or before the Benefit Determination Date. If the cumulative Permitted Withdrawals for a Certificate Year are less than the Permitted Withdrawal Limit, the difference is not added to the subsequent Certificate Year's Permitted Withdrawal Limit.

On the Withdrawal Start Date, the Permitted Withdrawal Limit is equal to the Age Based Income Percentage multiplied by the greater of your Designated Account value as of the end of the previous Business Day; or the Benefit Base on the Withdrawal Start Date.

On each Certificate Anniversary that occurs after the Withdrawal Start Date, the Permitted Withdrawal Limit is equal to the greater of:

- i. the Age Based Income Percentage applicable on the current Certificate Anniversary multiplied by your Designated Account value as of the end of the previous Business Day, or

Designated Account *continued from the previous page*

- ii. the Age Based Income Percentage we used to determine the Permitted Withdrawal Limit on the previous Certificate Anniversary or on the Withdrawal Start Date, if later, multiplied by the Benefit Base as of the current Certificate Anniversary.

We increase the Permitted Withdrawal Limit, if necessary, to equal the required minimum distribution amount that must be distributed from your Designated Account under the Federal Tax Code. We must receive Notice that you are taking required minimum distributions from your Designated Account. Any amount withdrawn from your Designated Account to satisfy a required minimum distribution for another account in excess of the Permitted Withdrawal Limit is an Excess Withdrawal.

If this Certificate is reinstated, on the reinstatement date, we set the Permitted Withdrawal Limit to equal the Benefit Base multiplied by the Age Based Income Percentage on the reinstatement date.

Excess Withdrawals

An Excess Withdrawal is a withdrawal from your Designated Account that is greater than the Permitted Withdrawal Limit for that Certificate Year. Excess Withdrawals reduce the Benefit Base as shown in the Benefit Base section.

Monthly Benefit

If your Designated Account value falls below the Threshold Amount, the Threshold Grace Period begins, and we will send written notice to you and the Program Sponsor outlining the action necessary to prevent the Benefit Determination Date from occurring. Unless you take action as outlined in the notice, on the Benefit Determination Date, the Program Sponsor sends us your Final Premium, and Monthly Benefit payments will then begin on the Monthly Benefit Start Date.

Benefit Determination Date and Monthly Benefit Start Date

On the Benefit Determination Date, we determine the Monthly Benefit Start Date. First, we calculate the number of Monthly Benefit payments you are entitled to for the remainder of the Certificate Year as the difference between the Permitted Withdrawal Limit for the current Certificate Year and the total amount withdrawn as Permitted Withdrawals. We then divide this difference by the Monthly Benefit and round up to the next whole number. However, we may reduce this number to align with the actual number of months left in the Certificate Year.

We then use the number of Monthly Benefit payments you will receive to determine the Monthly Benefit Start Date. The Monthly Benefit Start Date precedes the next Certificate Anniversary by the number of Monthly Benefit payments we will make. The earliest possible Monthly Benefit Start Date is the Business Day immediately after the Benefit Determination Date.

Monthly Benefit

On the Benefit Determination Date, we determine the Monthly Benefit. The Monthly Benefit is the Benefit Base on the Benefit Determination Date multiplied by the Age Based Income Percentage we used to determine the Permitted Withdrawal Limit on the most recent Certificate Anniversary divided by twelve (12).

We deposit Monthly Benefit payments into your Designated Account or pay them directly to you on each Benefit Payment Date, based on our agreement with the Program Sponsor. Other options may be arranged with our written agreement.

We pay the Monthly Benefit for as long as the Covered Person is living. If Joint Covered Persons are living on the Monthly Benefit Start Date, we continue Monthly Benefit payments until the date of death of the last surviving Covered Person. After the death of the last surviving Covered Person, the Beneficiary may receive a lump sum refund. The amount of the refund equals the Final Premium minus the total of all Monthly Benefit payments we paid to you.

Benefit Base

I. Before and on the Withdrawal Start Date

On the Certificate Date, the Benefit Base is equal to your Designated Account value.

After the Certificate Date and before and on the Withdrawal Start Date, the Benefit Base is equal to the Benefit Base on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day.

II. After the Withdrawal Start Date and before and on the Benefit Determination Date

In all calculations, an Excess Withdrawal proportionately reduces the Benefit Base by the same percentage that it reduced your Designated Account value.

On each Business Day during this period, the Benefit Base is equal to the Benefit Base on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day and minus any reductions from any Excess Withdrawals that occurred on the previous Business Day.

On each Certificate Anniversary during this period, first we increase or decrease the Benefit Base by any Additional Investment added to, or Excess Withdrawal taken from, your Designated Account on the previous Business Day. Next, if the Age Based Income Percentage on the current Certificate Anniversary or Withdrawal Start Date, if later, multiplied by your Designated Account value as of the end of the previous Business Day is greater than the Age Based Income Percentage we used to determine the Permitted Withdrawal Limit on the previous Certificate Anniversary multiplied by the Benefit Base on the current Certificate Anniversary, we set the Benefit Base equal to your Designated Account value as of the end of the previous Business Day. Otherwise, we set the Benefit Base equal to the greater of your Designated Account value as of the end of the previous Business Day, or the Benefit Base on the current Certificate Anniversary.

III. After the Benefit Determination Date

After the Benefit Determination Date, we permanently set the Benefit Base equal to the Benefit Base on the Benefit Determination Date.

After the Benefit Determination Date, Additional Investments or withdrawals do not increase or decrease the Benefit Base.

IV. On and after the Annuity Date

If your entire Designated Account value is applied to an Optional Fixed Annuity, we permanently set the Benefit Base equal to zero on the Annuity Date, and you will never receive the Monthly Benefit.

On and after the Annuity Date, Additional Investments or withdrawals do not increase or decrease the Benefit Base.

V. On and after the Reinstatement Date

If this Certificate is terminated for failure to pay Total Certificate Charges and afterwards reinstated, then on the reinstatement date, we set the Benefit Base equal to your Designated Account value as of the end of the reinstatement date. After the reinstatement date, we determine the Benefit Base as described above.

Optional Fixed Annuity

At any time before the Benefit Determination Date and before the Maturity Date, you may apply your entire Designated Account value to one of the annuity options described below by sending us Notice. You may only add a Joint Annuitant on the Annuity Date by sending us Notice. To receive annuity payments, your Designated Account must be terminated by liquidating all of the assets in your Designated Account and sending the proceeds along with a properly completed election form to us. Annuity payments begin on the Annuity Date. If your Designated Account value is applied to an Optional Fixed Annuity, the Benefit Base is reduced to zero, and you never receive the Monthly Benefit.

You may request monthly, quarterly, semi-annual, or annual annuity payments. After the Annuity Date, you cannot change the annuity option or the annuity payment frequency. We reserve the right to require that the annuity payments be in an amount no less than the Minimum Annuity Payment Amount shown on the Certificate Schedule. We send the annuity payments you, or to the person or entity you designate.

If your Designated Account value is greater than the Threshold Amount on the Maturity Date, we apply your entire Designated Account value to Optional Fixed Annuity Option A, unless you instruct us otherwise. If Joint Covered Persons are both living on the Maturity Date and your Designated Account value is greater than the Threshold Amount, we add a Joint Annuitant and apply your entire Designated Account value to Optional Fixed Annuity Option B, unless you instruct us otherwise.

If you instruct us not to apply your entire Designated Account value to an Optional Fixed Annuity, this Certificate terminates on the Maturity Date.

Option A – Installments for Life

You receive equal installments as long as the Annuitant is living. We base installments on the purchase rate we declare. This purchase rate will never be less than the purchase rate shown in Table 1.

Option B – Joint and Survivor Annuity

You receive equal installments while either Joint Annuitant is still living. The entire original installment amount continues for the life of the surviving Joint Annuitant after the death of a Joint Annuitant. We base installments on the purchase rate we declare. This purchase rate will never be less than the purchase rate shown in Table 2.

Guaranteed Purchase Rate Tables are shown on the Certificate Schedule.

Total Certificate Charges

The Program Sponsor automatically deducts Total Certificate Charges from your Designated Account, or another account you designate, on each Due Date and sends them to the Company. Total Certificate Charges deducted from your Designated Account are not considered withdrawals.

Insurance Charges

Insurance Charges pay for the benefits provided under this Certificate. The Initial Annual Insurance Charge Rates are shown on the Certificate Schedule. If we change Annual Insurance Charge Rates, we will send written notice of the change to you and the Program Sponsor.

Administrative Charges

Administrative Charges pay for the cost of administering, distributing and maintaining this Certificate. The Annual Administrative Charge Rate is shown on the Certificate Schedule.

Payment of Total Certificate Charges

Total Certificate Charges are due on the Due Dates shown on the Certificate Schedule. If the Due Date is not a Business Day, then the Total Certificate Charges are due on the next Business Day. Total Certificate Charges are payable in advance for each period during the term of this Certificate. A period begins on a Due Date and ends on the day before the next Due Date. Total Certificate Charges are not due after the Benefit Determination Date or on and after the Annuity Date. If the Annuity Date is not a Due Date, we add the amount of the estimated Total Certificate Charge you paid in advance from the date of election through the next Due Date to your Designated Account value before calculating the annuity payments.

On each Due Date, we calculate an estimated Total Certificate Charge for the upcoming period for each approved asset allocation program. The estimated Total Certificate Charge due for an asset allocation program is:

$$A \times B \times C \times D$$

Where:

A = The daily rate for that program. The daily rate for each asset allocation program is the Annual Insurance Charge Rate for that program plus the Annual Administrative Charge Rate, with the result then divided by the number of calendar days in the applicable Certificate Year.

B = The Benefit Base on the Due Date.

C = The portion of your Designated Account value in that program on the Due Date divided by your total Designated Account value on the Due Date.

D = The number of calendar days in that period.

The estimated Total Certificate Charge for a given period is equal to the sum of the estimated Total Certificate Charge for each approved asset allocation program you select.

Total Certificate Charges *continued from the previous page*

On the second and later Due Dates, we calculate the final Total Certificate Charge for the previous period for each approved asset allocation program. For each day during the previous period, the actual daily Total Certificate Charge for each asset allocation program to which your Designated Account value was allocated is:

$$A \times B \times C$$

Where:

A = The daily rate for that program. The daily rate for each asset allocation program is the Annual Insurance Charge Rate for that program plus the Annual Administrative Charge Rate, with the result then divided by the number of calendar days in the applicable Certificate Year.

B = The Benefit Base on that day.

C = The portion of your Designated Account value in that program on that day divided by the total Designated Account value on that day.

The final Total Certificate Charge for the previous period is equal to the sum, for each day in the previous period, of the actual daily Total Certificate Charge for each approved asset allocation program to which your Designated Account value was allocated.

The Program Sponsor automatically deducts the estimated Total Certificate Charges from your Designated Account, or another account you designate, on each Due Date and sends them to the Company. If the actual Total Certificate Charges for the previous period are greater than the estimated Total Certificate Charges paid on the previous Due Date, we increase the estimated Total Certificate Charges due on that Due Date by the amount of the difference. If the actual Total Certificate Charges for the previous period are less than the estimated Total Certificate Charges paid on the previous Due Date, we decrease the estimated Total Certificate Charges due on that Due Date by the amount of the difference.

If this Certificate terminates for any reason other than non-payment of the Total Certificate Charges on a Due Date, we calculate the final Total Certificate Charges for the period ending on the effective termination date. If the final Total Certificate Charges for the period are greater than the estimated Total Certificate Charges paid on the previous Due Date, we deduct the amount of the difference from your Designated Account, or another account you designate. If the actual Total Certificate Charges for the period are less than the estimated Total Certificate Charges paid on the previous Due Date, we credit the amount of the difference to your Designated Account, or another account you designate.

Grace Period

We allow a Grace Period for payment of Total Certificate Charges. The Grace Period is shown on the Certificate Schedule. If Total Certificate Charges are not paid by the end of the Grace Period, this Certificate terminates at the end of the last Business Day of the applicable Grace Period.

Termination

Contract Discontinuance

The Company or the Program Sponsor may discontinue the Group Contract at any time. Contract Discontinuance does not affect your rights or guarantees with respect to this Certificate. Our obligation to you continues as if the Contract Discontinuance had not occurred unless this Certificate is terminated in accordance with the Group Contract. If the Group Contract is discontinued, it terminates when all Certificates issued under the Group Contract terminate.

Certificate Termination

This Certificate terminates on the earliest of the following.

- The date you cancel this Certificate. The date of cancellation is the later of the date you specify for cancellation in your Notice to us, or the date we receive and accept such Notice.
- The date you close your Designated Account with the Program Sponsor.
- The date the Grace Period expires and Total Certificate Charges are outstanding.
- The date any Covered Person or Annuitant is no longer the owner of, or an individual with the beneficial interest in, your Designated Account.
- The date that the Benefit Base is zero, unless you applied your entire Designated Account value to an Optional Fixed Annuity.
- The date the Required Reallocation Period expires if you have not reallocated your Designated Account into one or more approved asset allocation programs.
- The date the Allocation Correction Period expires if you have not reallocated your Designated Account to one or more approved asset allocation programs.
- The date specified in the written notice we send you if the Program Sponsor no longer maintains any approved asset allocation programs.
- The date the Addition Reversal Period expires if you have not withdrawn the excess Additional Investment from your Designated Account.
- The date that your Designated Account value is reduced to zero in connection with an Excess Withdrawal.
- The date we receive due proof of the death of the sole Covered Person. If there are Joint Covered Persons, the date we receive due proof of the death of the last surviving Joint Covered Person. However, if there are Joint Covered Persons and one of them dies before the Monthly Benefit Start Date and the Joint Covered Persons were not recognized as Spouses under the Federal Tax Code at the time of death, we will terminate this Certificate as of the date of divorce.
- The date of divorce, if your Designated Account value is greater than the Threshold Amount, and if one of the Joint Covered Persons dies before we receive Notice of the divorce.
- The date our last annuity payment obligation is met.
- The Maturity Date, if your Designated Account value is greater than the Threshold Amount and you do not apply your entire Designated Account value to an Optional Fixed Annuity.

Certificates have no cash value unless amended by any applicable rider. Upon termination of this Certificate, our obligations to you cease except for any refund of unearned Total Certificate Charges.

If we begin payment of Monthly Benefits or annuity payments, the provisions described in this Certificate that do not apply to our payment obligations terminate at the earliest of the Benefit Determination Date or Annuity Date.

Termination *continued from the previous page*

Right to Reinstate a Certificate

You shall have a one-time right to reinstate this Certificate once it terminates for failure to pay Total Certificate Charges under the Group Contract. The right to reinstate is limited to the Right to Reinstate Period shown on the Certificate Schedule.

Right to Reapply

If we terminate this Certificate, we will not accept an application for a new Certificate from you until expiration of the Reapplication Wait Period shown on the Certificate Schedule. We will waive the waiting period if this Certificate is terminated during the Wait Period Waiver shown on the Certificate Schedule. Any subsequent application for a new Certificate is subject to the availability of insurance for new Certificates and our underwriting rules in effect at that time.

Information

Data to be Furnished

The Program Sponsor, or any other person designated by the Program Sponsor, gives us certain information we need to administer the Group Contract and this Certificate. While the Group Contract is in force and for such time thereafter as we are obligated to pay the Monthly Benefit or make annuity payments in accordance with the Group Contract, we may inspect any of the Program Sponsor's documents, books, or records which may affect the Insurance Charges or the Administrative Charges or amounts calculated under this Certificate.

Error or Incorrect Information

Neither errors (whether by the Program Sponsor, an administrator, or us) in the required information regarding the Group Contract or this Certificate, nor delays in updating such information in the records, voids any Certificate that otherwise would have been in effect. When an error is found or updated information has been given, we reserve the right to adjust, as applicable, the Insurance Charges, Administrative Charges, Benefit Base, Permitted Withdrawal Limit, Age Based Income Percentage, Maturity Date, Monthly Benefit and annuity payments for this Certificate based on the correct information in accordance with the terms of the Group Contract.

Ownership

Change of Certificate Owner, Covered Person, or Annuitant

A Certificate Owner, Covered Person, or Annuitant may not be changed without our approval. We will not approve any change that violates any federal or state law. To request a change, you must send us Notice. If there are Joint Certificate Owners, both must agree in writing to the change. If we approve a change, it is effective as of the date we receive Notice. We are not responsible for any tax consequences of such a change. We are not liable for any actions taken before we receive the Notice and approve of and record the change. Upon the change, we issue a new Certificate Schedule to reflect the change.

Adding a Joint Covered Person

You may add a Joint Covered Person after the Certificate Date and before the Withdrawal Start Date by sending us Notice if the Joint Covered Person is the Covered Person's Spouse, has attained the Minimum Age shown on the Certificate Schedule, is not older than the Maximum Age shown on the Certificate Schedule, and if:

- i. the Joint Covered Person attained the Minimum Age within sixty (60) days of our receipt of Notice; or
- ii. the Covered Person and the Joint Covered Person married within sixty (60) days of our receipt of Notice.

If a Joint Covered Person is added after the Certificate Date, we apply new Annual Insurance Charge Rates and Age Based Income Percentages for Joint Covered Persons beginning on the Due Date following the date we add the Joint Covered Person. Annual Insurance Charge Rates and Age Based Income Percentages for Joint Covered Persons are shown on the Certificate Schedule.

We may not allow Joint Covered Persons for some Certificates that are owned by a non-individual.

Divorce

If there is a divorce, you must immediately send us Notice. We will comply with any applicable law or court order regarding this Certificate. If the applicable law or the court order divides either (i) your Designated Account, or (ii) any benefit payments being made from this Certificate, we will issue one of the former Spouses a new Certificate, and we will issue a new Certificate Schedule for the original Certificate to the other former Spouse to reflect the division and changes in the Certificate Owner, Covered Person, and Annuitant.

If there is a divorce before the Monthly Benefit Start Date, when your Designated Account value is greater than the Threshold Amount, and if one of the Certificate Owners or Covered Persons dies before we receive Notice of the divorce, this Certificate terminates as of the date of the divorce to comply with the Federal Tax Code.

Death of a Joint Covered Person

If a Joint Covered Person dies before the Monthly Benefit Start Date or the Annuity Date, the surviving Joint Covered Person becomes the sole Covered Person on the date we receive due proof of death if the Joint Covered Persons were recognized as Spouses under the Federal Tax Code on the date of death. We apply new Annual Insurance Charge Rates and Age Based Income Percentages for sole Covered Persons beginning on the Due Date following the date we receive due proof of death of the Joint Covered Person. However, if the Joint Covered Persons were not recognized as Spouses under the Federal Tax Code on the date of death, we terminate this Certificate as of the date of divorce.

Assignment of the Certificate

You may not assign or transfer any ownership rights of this Certificate, including the right to any Monthly Benefit or annuity payment.

General Provisions

Entire Contract

The Group Contract, this Certificate, any endorsements, amendments, and any riders together are the entire contract and constitute the contract between you and us with respect to the rights and obligations described this Certificate. We deem all statements made to us by the Program Sponsor, any Certificate Owner, any Covered Person or any Annuitant to be representations and not warranties.

Contestability

We will not contest this Certificate.

Age or Gender

We may periodically require proof of any Covered Person and/or Annuitant's gender and Age. After the Benefit Determination Date or Annuity Date, we may periodically require proof that the Covered Person or Annuitant, and if applicable the Joint Covered Person or Joint Annuitant, are still living.

If the Age or gender of a Covered Person or Annuitant is misstated at the time of application, we reserve the right to adjust, as applicable, the Insurance Charges, Benefit Base, Permitted Withdrawal Limit, Age Based Income Percentage, Maturity Date, Monthly Benefit and annuity payments for this Certificate based on the correct Age or gender, in accordance with the terms of the Group Contract. If there is any change to the amounts payable by us under the Group Contract, we will correct the payments as follows. If there is any underpayment, we pay the amount of the underpayment in one sum. Any overpayment is deducted from the current or succeeding payment or payments due under this Certificate until fully paid. If we issue this Certificate before the Minimum Age or after the Maximum Age shown on the Certificate Schedule due to a misstatement of Age, we will void this Certificate and return the Total Certificate Charges paid.

Reports to Certificate Owners

We will send you a report at the end of each calendar year. The report includes any information that may be currently required by the insurance supervisory official of the jurisdiction in which this Certificate is issued.

No Dividends are Payable

The Group Contract under which this Certificate is issued is non-participating. The Group Contract does not participate in our profits or surplus, and no dividends are payable.

Who Can Make Changes in the Group Contract and Certificate

Any changes to the Group Contract and this Certificate must be in writing, signed by our President and our Secretary.

Amendments

We reserve the right to amend the Group Contract and this Certificate in order to comply with changes in applicable law or to retain the qualification for treatment as an annuity, whether under state or federal law, including the following:

- The Federal Tax Code as amended;
- Treasury regulations under the Federal Tax Code;
- Internal Revenue Service rulings; and
- Any requirements imposed by the Internal Revenue Service.

General Provisions *continued from the previous page*

Riders and endorsements that we add to the Certificates in order to comply with applicable tax law do not require your consent but are subject to regulatory approval. Any such changes apply uniformly to all Certificates that are affected. We will send you written notice of such changes.

In all events, notwithstanding any other provision of this Certificate, we interpret and administer the Group Contract and this Certificate in accordance with the Federal Tax Code.

Conformity with Law

If any provision of the Group Contract as described in this Certificate is contrary to any applicable law, such provision is considered amended to conform to such law.

Minimum Benefits

The benefits payable for this Certificate are not less than the minimum benefits required by the laws of the state governing this Certificate.

Group Deferred Fixed Annuity Contract

Allianz Life and Annuity Company

[5701 Golden Hills Drive]

[Minneapolis, MN 55416-1297]

[800.950.1962]

Certificate Schedule (continued)

Total Certificate Charges

Grace Period: [30] days

Due Dates: [Certificate Date and the first Business Day in January, April, July and October]
[Certificate Date and each quarterly anniversary of the Certificate Date or the next Business Day if such day is not a Business Day]

Insurance Charges

[Initial Annual Insurance Charge Rate for a Sole Covered Person]

[If Program Sponsor Fees are not deducted from Designated Account
[ABC Asset Allocation Program] [0.95%]
[DEF Asset Allocation Program] [0.95%]]

[If Program Sponsor Fees are deducted from Designated Account
[ABC Asset Allocation Program] [1.05%]
[DEF Asset Allocation Program] [1.05%]]

[Initial Annual Insurance Charge Rate for Joint Covered Persons]

[If Program Sponsor Fees are not deducted from Designated Account
[ABC Asset Allocation Program] [1.20%]
[DEF Asset Allocation Program] [1.20%]]

[If Program Sponsor Fees are deducted from Designated Account
[ABC Asset Allocation Program] [1.55%]
[DEF Asset Allocation Program] [1.55%]]

[Initial Annual Insurance Charge Rate, including the Cost of Living Adjustment Rider, for a Sole Covered Person]

[If Program Sponsor Fees are not deducted from Designated Account
[ABC Asset Allocation Program] [1.45%]
[DEF Asset Allocation Program] [1.45%]]

[If Program Sponsor Fees are deducted from Designated Account
[ABC Asset Allocation Program] [1.55%]
[DEF Asset Allocation Program] [1.55%]]

[Initial Annual Insurance Charge Rate, including the Cost of Living Adjustment Rider, for Joint Covered Persons]

[If Program Sponsor Fees are not deducted from Designated Account
[ABC Asset Allocation Program] [1.70%]
[DEF Asset Allocation Program] [1.70%]]

[If Program Sponsor Fees are deducted from Designated Account
[ABC Asset Allocation Program] [2.05%]
[DEF Asset Allocation Program] [2.05%]]

Insurance Charge Rates are guaranteed for the first [two (2) Certificate Years]. Subsequent Insurance Charge Rates will not change more than [once per Certificate Year] and are guaranteed to be no greater than [.50]% more than the rates shown above.

Administrative Charge

The Annual Administrative Charge Rate is [0.25]%.

| |
|---|
| Certificate Schedule (continued) |
|---|

[Optional Riders:] [Maximum Anniversary Value Rider]
 [Income Protection Rider]
 [Cost of Living Adjustment Rider]

Reinstatement and Reapplication

Right to Reinstatement Period: [90 days] after Certificate termination
Reapplication Wait Period: [24 months] after Certificate termination
Wait Period Waiver: [30 days] before and after every [fifth] Certificate Anniversary

Certificate Schedule (continued)

Guaranteed Purchase Rate Tables are based on [1]% interest and the [Annuity 2000 Mortality Tables]. Values for ages not shown will be furnished upon request.

TABLE 1, LIFE ONLY ANNUITY
Monthly Installments, per \$1,000, payable during the lifetime of the Annuitant.

| Age on Annuity Date | Male Annuitant | Female Annuitant |
|---------------------|----------------|------------------|
| [50 | 3.02 | 2.78 |
| 51 | 3.09 | 2.84 |
| 52 | 3.17 | 2.90 |
| 53 | 3.25 | 2.97 |
| 54 | 3.33 | 3.04 |
| 55 | 3.42 | 3.12 |
| 56 | 3.51 | 3.20 |
| 57 | 3.61 | 3.29 |
| 58 | 3.72 | 3.38 |
| 59 | 3.83 | 3.47 |
| 60 | 3.95 | 3.57 |
| 61 | 4.07 | 3.68 |
| 62 | 4.21 | 3.79 |
| 63 | 4.35 | 3.91 |
| 64 | 4.50 | 4.04 |
| 65 | 4.67 | 4.18 |
| 66 | 4.84 | 4.33 |
| 67 | 5.03 | 4.48 |
| 68 | 5.22 | 4.65 |
| 69 | 5.43 | 4.83 |
| 70 | 5.66 | 5.03 |
| 71 | 5.90 | 5.24 |
| 72 | 6.15 | 5.47 |
| 73 | 6.42 | 5.71 |
| 74 | 6.71 | 5.98 |
| 75 | 7.02 | 6.26 |
| 76 | 7.36 | 6.57 |
| 77 | 7.71 | 6.91 |
| 78 | 8.09 | 7.27 |
| 79 | 8.50 | 7.66 |
| 80 | 8.93 | 8.09] |

TABLE 2, JOINT AND SURVIVOR ANNUITY
Monthly installment per \$1,000, payable as long as either Annuitant is living.

| Age of Male on Annuity Date | Age of Female on Annuity Date | | | | | | |
|-----------------------------|-------------------------------|------|------|------|------|------|-------|
| | 50 | 55 | 60 | 65 | 70 | 75 | 80 |
| [50 | 2.49 | 2.63 | 2.74 | 2.84 | 2.90 | 2.95 | 2.98 |
| 55 | 2.58 | 2.76 | 2.94 | 3.09 | 3.21 | 3.29 | 3.35 |
| 60 | 2.65 | 2.88 | 3.12 | 3.34 | 3.54 | 3.69 | 3.80 |
| 65 | 2.70 | 2.97 | 3.27 | 3.58 | 3.89 | 4.15 | 4.36 |
| 70 | 2.73 | 3.03 | 3.38 | 3.78 | 4.22 | 4.64 | 5.00 |
| 75 | 2.75 | 3.06 | 3.46 | 3.93 | 4.49 | 5.11 | 5.70 |
| 80 | 2.76 | 3.09 | 3.51 | 4.04 | 4.70 | 5.50 | 6.37] |

Master Application for Group Deferred Fixed Annuity Contract

[Allianz Life and Annuity Company
5701 Golden Hills Drive
Golden Valley, MN 55416-1297
800-624-0197]



1. Applicant/Program Sponsor

| | | |
|---------------------|---------------------|--------------|
| Legal name | | |
| Street address | City, State and Zip | |
| Mailing address | City, State and Zip | |
| Contact person name | Title | Phone number |
| Tax ID number | | |

2. Eligible Persons

Definition of Eligible Persons
[Exact definition of the eligible group members]

3. Eligible Asset Allocation Options

| | |
|--|--|
| <input type="checkbox"/> OMP Growth with Income | <input type="checkbox"/> MWP Growth with Income |
| <input type="checkbox"/> OMP Income with Growth | <input type="checkbox"/> MWP Income with Growth |
| <input type="checkbox"/> OMP Income with Capital Preservation] | <input type="checkbox"/> MWP Income with Capital Preservation] |

4. Group Contract Total Certificate Charges and Program Sponsor Fee Processing

| | |
|---|---|
| Total Certificate Charges deducted from Designated Account <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> To be selected by Certificate Owner | Processing dates for Total Certificate Charges <input type="checkbox"/> Calendar quarter <input type="checkbox"/> Certificate quarter anniversary |
|---|---|

5. Optional Riders

[Optional Benefit Base calculation riders
 Maximum Anniversary Value Rider
 Income Protection Rider
 Cost of Living Adjustment Rider]

6. State Notices

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. 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, Pennsylvania, 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 and PA, 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.

Florida: Any person who knowingly and with the intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

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.]

7. Agreement and signatures

This is an application for a Group Deferred Fixed Annuity Contract (Group Contract) issued by Allianz Life and Annuity Company. No contract for coverage will exist until this application has been accepted by Allianz Life and Annuity Company.

If this application is accepted, the Program Sponsor agrees to transmit to Allianz Life and Annuity Company (i) the Total Certificate Charges (Insurance Charges, Administrative Charges, and any applicable Rider Charges) due under the Group Contract collected from Certificate Owners and (ii) the information needed to process, service and administer the Group Contract and each Certificate. The Program Sponsor agrees that Allianz Life and Annuity Company may inspect any of the Program Sponsor's documents, books, or records which may affect the Total Certificate Charges or amounts calculated under a Certificate. The Program Sponsor agrees to submit to Allianz Life and Annuity Company all materials to be provided to Certificate Owners and Annuitants regarding the Group Contract and to distribute only those materials that have been approved by Allianz Life and Annuity Company. Allianz Life and Annuity Company and Program Sponsor agree that any information provided by the other regarding potential Certificate Owners or Joint Certificate Owners, and Annuitants would be used solely for the purpose for processing, servicing, administering the Group Contract or providing services to the Certificate Owner.

If this application is accepted, the Group Deferred Fixed Annuity Contract shall take effect as of _____.

As an authorized representative of the Applicant, I certify that to the best of my knowledge and belief, all of the responses given are true, correct and complete.

| | | | |
|--|---------------|---------------------|------------|
| Authorized Broker Dealer Representative's Signature | | | Date |
| Print Authorized Broker Dealer Representative's name | | | |
| Title | Email address | Telephone number | Fax number |
| Mailing address | | City, State and Zip | |
| Witness | | | Date |
| Print Witness' name | | | |

Certificate Application for Group Deferred Fixed Annuity Contract

| |
|--------------------|
| Certificate number |
|--------------------|

[Allianz Life and Annuity Company
5701 Golden Hills Drive
Golden Valley, MN 55416-1297
800-624-0197]



| 1. Group Contract Information | | | |
|---|-----------------------|---|------------------------|
| Program Sponsor Name | | Contract number | |
| 2. Account Information | | | |
| Designated Account number | | Legal owner of Designated Account | |
| Designated Account Value Required Minimum \$[50,000] | | \$ | |
| 3. Applicant/Group Certificate Owner(s) (Must be the legal owner of the account with Program Sponsor) | | | |
| [Owner is individual (Individual owner must be at least 50 and no older than 80)] | | | |
| Individual owner first name | | MI | Last name |
| Jr., Sr., III | | | |
| Gender <input type="checkbox"/> Male <input type="checkbox"/> Female | | Date of birth (mm/dd/yyyy) | Social security number |
| | | U.S. citizen (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Non-individual owner | | | |
| Non-individual owner legal name and date of formation | | Owner is <input type="checkbox"/> Trust] <input type="checkbox"/> Custodial (IRA)] <input type="checkbox"/> Custodial 401] | Tax ID number |
| Joint Owner (Optional – must be the spouse of the owner and must be at least 50 and no older than 80) | | | |
| Joint owner first name | | MI | Last name |
| Jr., Sr., III | | | |
| Gender <input type="checkbox"/> Male <input type="checkbox"/> Female | | Date of birth (mm/dd/yyyy) | Social security number |
| Relationship to owner | | U.S. citizen (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Contact information for Owner | | | |
| Street address | | City, State and Zip | |
| Mailing address | | City, State and Zip | |
| Home telephone number | Work telephone number | Email] | |
| 4. Annuitant | | | |
| Annuitant (Must be owner unless owner is non-individual; must be at least 50 and no older than 80) | | | |
| Annuitant first name | | MI | Last name |
| Jr., Sr., III | | | |
| Gender <input type="checkbox"/> Male <input type="checkbox"/> Female | | Date of birth (mm/dd/yyyy) | Social security number |
| | | U.S. citizen (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 5. Optional Riders | | | |
| [Optional Benefit Base calculation riders <input type="checkbox"/> Maximum Anniversary Value Rider <input type="checkbox"/> Income Protection Rider <input type="checkbox"/> Cost of Living Adjustment Rider <input type="checkbox"/> Other: _____] | | | |

6. Covered Persons

Single Life Payout¹:

Name _____

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

Date of birth ____/____/____

¹ For single payments:

- If the certificate is solely owned, the Covered Person is the Owner.
- If the certificate is owned by a non-individual, the Covered Person is the Annuitant.
- If the certificate is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the age restrictions in the certificate.

Joint Life Payout²:

Spouse's name _____

Spouse's date of birth ____/____/____

Spouse's gender: Male Female

Spouses must qualify as such under federal law until the Monthly Benefit Start Date. If, at any time before the Monthly Benefit Start Date, you are no longer spouses, you must send us notice and you must remove a Covered Person from the certificate. If one Covered Person dies before we receive notice that the Covered Persons are no longer spouses, then the certificate will terminate.

²For joint payments, you and your spouse are the Covered Person(s).

Primary beneficiary (Complete only if Joint Owners are not named)

| | | | | | |
|---|--|----------------------------|------------------------|---|---------------|
| Beneficiary first name | | MI | Last name | | Jr., Sr., III |
| Gender <input type="checkbox"/> Male <input type="checkbox"/> Female | | Date of birth (mm/dd/yyyy) | Social security number | U.S. citizen (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Non-individual beneficiary legal name and date of formation | | | | Tax ID number | |

Contingent beneficiary (Optional)

| | | | | | |
|---|--|----------------------------|------------------------|---|---------------|
| Contingent beneficiary first name | | MI | Last name | | Jr., Sr., III |
| Gender <input type="checkbox"/> Male <input type="checkbox"/> Female | | Date of birth (mm/dd/yyyy) | Social security number | U.S. citizen (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Non-individual contingent beneficiary legal name and date of formation | | | | Tax ID number | |

7. Source of Funds

Nonqualified:

Qualified: **Qualified IRA:** IRA Roth IRA SEP IRA Roth conversion (Contribution for tax year _____)

Qualified plans: Custodial 401 401 one person defined benefit

8. Replacement

Do you have any existing annuity contracts or life insurance policies? 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.

9. Payment Authorization

Payment for the Total Certificate Charges due under the Contract will be made by the Program Sponsor by deducting sums from your account with the Program Sponsor or other account. I hereby authorize the Program Sponsor to deduct the Total Certificate Charges due under the Contract and to pay the amounts to Allianz Life and Annuity Company from my account with Program Sponsor or other account when due. I understand that this authorization will apply during the entire time I have coverage under the Contract.

Account to be deducted: _____

Authorization by account owner: _____
(signature)

10. State Notices

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. 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, Louisiana, Maine, Ohio, Oklahoma, Tennessee, Virginia and West Virginia: Any person who knowingly intends to defraud an insurance company, submits an application or files a statement of claim containing any false, incomplete, or misleading information, commits the crime of fraud 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 contract holder or claimant for the purpose of defrauding or attempting to defraud the contract holder 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, Kentucky, New Mexico and Pennsylvania: 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 which is a crime. In DC penalties may include imprisonment and/or fines, or denial of insurance benefits. In NM and PA, this activity subjects such a person to criminal and civil penalties.

Florida: Any person who knowingly and with the intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

New Jersey and Oregon: Any person who includes any false or misleading information on an application for an insurance contract is subject to criminal and civil penalties.

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].

11. Agreement and Signatures

This is an application for enrollment in the Group Deferred Fixed Annuity Contract issued by Allianz Life and Annuity Company. No coverage will exist until this application has been accepted by Allianz Life and Annuity Company. If my application is accepted, the coverage will be effective as of the date of this application is received in good order by Allianz Life and Annuity Company and I will be issued a Certificate evidencing my coverage.

I understand that if at any time my investment allocations are not approved, I will be given notice. I understand if I receive this notice, unless I take action to move my assets into investment allocations that are approved at such time within the given period, my Certificate and all rights and benefits under the Contract will be terminated.

I understand that my account with the Program Sponsor is a contractual obligation with the Program Sponsor, and the Contract is an obligation of Allianz Life and Annuity Company. The Program Sponsor is not responsible for the obligations of Allianz Life and Annuity Company under the Contract and Allianz Life and Annuity Company is not responsible for my account with the Program Sponsor.

I understand that the Program Sponsor maintains information about my account and such information is necessary to administer the Contract and my benefits under the Contract and that Allianz Life and Annuity Company maintains information about my benefits under the Contract and that such information is necessary for the Program Sponsor to provide me services. I hereby authorize the Program Sponsor to provide information about my account to Allianz Life and Annuity Company for the purpose of processing, servicing and administering the Contract and any of my benefits under the Contract, and I authorize Allianz Life and Annuity Company to provide information about my benefits under the Contract for the purposes of providing me services. All information shared will be treated as confidential.

It is agreed that: (1) all statements and answers given above are true and complete to the best of my knowledge; (2) I may be required to provide proof of the annuitant's, age and gender at any time; (3) any changes made in this application form shall be subject to my consent; (4) I understand that I may return the Certificate within the free look period (shown on the first page of my Certificate) if I am dissatisfied for any reason; and (5) I believe this annuity is suitable for my financial goals.

Signed at, City, State

Owner or Authorized Signor signature (Trustee, Power of Attorney, Custodian, or Guardian, if applicable)

Date

Print name

Joint Owner signature

Date

Print name

Annuitant signature (if different than owner)

Date

Print name

To be answered by Licensed Agent/Broker:

I certify that the statements by the applicant have been correctly recorded in this application. To the best of my knowledge, the insurance applied for in this application will not or will replace existing insurance.

Agent/Broker signature

Agent/Broker number

Date

Florida License Identification # (Florida Agents/Brokers Only)

Cost of Living Adjustment Rider

The Company has issued this rider as a part of the Group Contract. If there are any conflicts between this rider and the base contract, the provisions in this rider will prevail.

Benefit Base

II. After the Withdrawal Start Date and before and on the Benefit Determination Date (replaced)

In all calculations, an Excess Withdrawal proportionately reduces the Benefit Base by the same percentage that it reduced the Designated Account value.

On each Business Day during this period, the Benefit Base is equal to the Benefit Base on the previous Business Day plus any Additional Investment added to the Designated Account on the previous Business Day and minus any reductions from any Excess Withdrawals that occurred on the previous Business Day.

On each Certificate Anniversary during this period, first we calculate the Adjusted Benefit Base. Next, if the Age Based Income Percentage on the current Certificate Anniversary, or Withdrawal Start Date, if later, multiplied by the Designated Account value as of the end of the previous Business Day is greater than the Age Based Income Percentage we used to determine the Permitted Withdrawal Limit on the previous Certificate Anniversary multiplied by the Adjusted Benefit Base on the current Certificate Anniversary, we set the Benefit Base equal to the Designated Account value as of the end of the previous Business Day. Otherwise, we set the Benefit Base equal to the greater of the Designated Account value as of the end of the previous Business Day, or the Adjusted Benefit Base on the current Certificate Anniversary.

Adjusted Benefit Base

On each Certificate Anniversary, the Adjusted Benefit Base is:

$$A + B + C - D$$

Where:

A = The Benefit Base on the previous Business Day adjusted for any Additional Investment added to, or Excess Withdrawals taken from, the Designated Account on the previous Business Day.

B = The Benefit Adjustment for the previous Certificate Year.

C = Any Additional Investment Adjustment for the previous Certificate Year.

D = Any Excess Withdrawal Adjustment for the previous Certificate Year.

The Benefit Adjustment is the Benefit Base on the previous Certificate Anniversary multiplied by the Cost of Living Adjustment Rate. The Cost of Living Adjustment Rate is shown on the Contract Schedule.

The Additional Investment Adjustment is the sum of each Additional Investment added to the Designated Account during the previous Certificate Year multiplied by its adjusted Cost of Living Adjustment Rate.

The Excess Withdrawal Adjustment is the sum of each reduction to the Benefit Base resulting from an Excess Withdrawal taken during the previous Certificate Year multiplied by its adjusted Cost of Living Adjustment Rate.

On each Certificate Anniversary, the adjusted Cost of Living Adjustment Rate is:

$$(1 + \text{Cost of Living Adjustment Rate})^{(A/B)} - 1$$

Where:

A = The number of calendar days that the Additional Investment was in, or the Excess Withdrawal was out of, the Benefit Base during the previous Certificate Year. This period begins on the Business Day after the Additional Investment was added to, or the Excess Withdrawal was taken from, the Designated Account and ends on the day before the Certificate Anniversary.

B = The number of calendar days in the previous Certificate Year.

III. After the Benefit Determination Date (replaced)

On each Certificate Anniversary on and after the Monthly Benefit Start Date, the Benefit Base is the Benefit Base on the previous Certificate Anniversary multiplied by the Cost of Living Adjustment Rate. The Cost of Living Adjustment Rate is shown on the Contract Schedule.

Termination

Rider Termination (added)

This rider terminates on the earliest of:

- The date of cancellation of this rider by the Certificate Owner. The date of cancellation is the later of the date the Certificate Owner specifies for the cancellation in the Certificate Owner's Notice to us, or the date we receive and accept such Notice.
- The date the Certificate terminates.
- The Annuity Date.
- The Maturity Date.

Right to Reinstate this Rider (added)

Once this rider terminates, it may not be reinstated.

Allianz Life and Annuity Company

[]

[Cynthia Pevehouse Gary Bhojwani]

Secretary

President

Cost of Living Adjustment Rider

The Company has issued this rider as a part of the Certificate. If there are any conflicts between this rider and your Certificate, the provisions in this rider will prevail.

Benefit Base

II. After the Withdrawal Start Date and before and on the Benefit Determination Date (replaced)

In all calculations, an Excess Withdrawal proportionately reduces the Benefit Base by the same percentage that it reduced your Designated Account value.

On each Business Day during this period, the Benefit Base is equal to the Benefit Base on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day and minus any reductions from any Excess Withdrawals that occurred on the previous Business Day.

On each Certificate Anniversary during this period, first we calculate the Adjusted Benefit Base. Next, if the Age Based Income Percentage on the current Certificate Anniversary, or Withdrawal Start Date, if later, multiplied by your Designated Account value as of the end of the previous Business Day is greater than the Age Based Income Percentage we used to determine the Permitted Withdrawal Limit on the previous Certificate Anniversary multiplied by the Adjusted Benefit Base on the current Certificate Anniversary, we set the Benefit Base equal to your Designated Account value as of the end of the previous Business Day. Otherwise, we set the Benefit Base equal to the greater of your Designated Account value as of the end of the previous Business Day, or the Adjusted Benefit Base on the current Certificate Anniversary.

Adjusted Benefit Base

On each Certificate Anniversary, the Adjusted Benefit Base is:

$$A + B + C - D$$

Where:

A = The Benefit Base on the previous Business Day adjusted for any Additional Investment added to, or Excess Withdrawals taken from, your Designated Account on the previous Business Day.

B = The Benefit Adjustment for the previous Certificate Year.

C = Any Additional Investment Adjustment for the previous Certificate Year.

D = Any Excess Withdrawal Adjustment for the previous Certificate Year.

The Benefit Adjustment is the Benefit Base on the previous Certificate Anniversary multiplied by the Cost of Living Adjustment Rate. The Cost of Living Adjustment Rate is shown on the Certificate Schedule.

The Additional Investment Adjustment is the sum of each Additional Investment added to your Designated Account during the previous Certificate Year multiplied by its adjusted Cost of Living Adjustment Rate.

The Excess Withdrawal Adjustment is the sum of each reduction to the Benefit Base resulting from an Excess Withdrawal taken during the previous Certificate Year multiplied by its adjusted Cost of Living Adjustment Rate.

On each Certificate Anniversary, the adjusted Cost of Living Adjustment Rate is:

$$(1 + \text{Cost of Living Adjustment Rate})^{(A/B)} - 1$$

Where:

A = The number of calendar days that the Additional Investment was in, or the Excess Withdrawal was out of, the Benefit Base during the previous Certificate Year. This period begins on the Business Day after the Additional Investment was added to, or the Excess Withdrawal was taken from, your Designated Account and ends on the day before the Certificate Anniversary.

B = The number of calendar days in the previous Certificate Year.

III. After the Benefit Determination Date (replaced)

On each Certificate Anniversary on and after the Monthly Benefit Start Date, the Benefit Base is the Benefit Base on the previous Certificate Anniversary multiplied by the Cost of Living Adjustment Rate. The Cost of Living Adjustment Rate is shown on the Certificate Schedule.

Termination

Rider Termination (added)

This rider terminates on the earliest of:

- The date you cancel this rider. The date of cancellation is the later of the date you specify for cancellation in your Notice to us, or the date we receive and accept such Notice.
- The date the Certificate terminates.
- The Annuity Date.
- The Maturity Date.

Right to Reinstate this Rider (added)

Once this rider terminates, it may not be reinstated.

Allianz Life and Annuity Company

[]

[Cynthia Pevehouse Gary Bhojwani]

Secretary

President

Maximum Anniversary Value Rider

The Company has issued this rider as a part of the Group Contract. If there are any conflicts between this rider and the base contract, the provisions in this rider will prevail.

Benefit Base

I. Before and on the Withdrawal Start Date (replaced)

On the Certificate Date, the Benefit Base is equal to the Designated Account value.

After the Certificate Date and before and on the Withdrawal Start Date, the Benefit Base is equal to the greater of the Benefit Base on the previous Business Day plus any Additional Investment added to the Designated Account on the previous Business Day, or the Maximum Anniversary Value.

Maximum Anniversary Value

On the Certificate Date, the Maximum Anniversary Value is equal to the Designated Account value.

We add any Additional Investment to the Maximum Anniversary Value on the Business Day after it is added to the Designated Account.

On each Certificate Anniversary, the Maximum Anniversary Value is equal to the greater of the Maximum Anniversary Value on the previous Business Day plus any Additional Investment added to the Designated Account on the previous Business Day; or the Designated Account value as of the end of the previous Business Day.

V. On and after the Reinstatement Date (replaced)

If a Certificate is terminated for failure to pay Total Certificate Charges and then reinstated, on the reinstatement date, we set the Benefit Base and Maximum Anniversary Value equal to the Designated Account value as of the end of the reinstatement date. After the reinstatement date, we determine the Benefit Base and Maximum Anniversary Value as described above.

Termination

Rider Termination (added)

This rider terminates on the earliest of:

- The date of cancellation of this rider by the Certificate Owner. The date of cancellation is the later of the date the Certificate Owner specifies for the cancellation in the Certificate Owner's Notice to us, or the date we receive and accept such Notice.
- The date the Certificate terminates.
- The day after the Withdrawal Start Date.
- The Annuity Date.
- The Maturity Date.

Right to Reinstate this Rider (added)

Once this rider terminates, it may not be reinstated.

Information

Error or Incorrect Information

When an error is found or updated information has been given, we reserve the right to adjust, as applicable, the Maximum Anniversary Value for any Certificate based on the correct information, in accordance with the terms of this Group Contract. (added)

Allianz Life and Annuity Company

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[Cynthia Pevehouse Gary Bhojwani]

Secretary

President

Maximum Anniversary Value Rider

The Company has issued this rider as a part of the Certificate. If there are any conflicts between this rider and your Certificate, the provisions in this rider will prevail.

Benefit Base

I. Before and on the Withdrawal Start Date (replaced)

On the Certificate Date, the Benefit Base is equal to your Designated Account value.

After the Certificate Date and before and on the Withdrawal Start Date, the Benefit Base is equal to the greater of the Benefit Base on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day, or the Maximum Anniversary Value.

Maximum Anniversary Value

On the Certificate Date, the Maximum Anniversary Value is equal to your Designated Account value.

We add any Additional Investment to the Maximum Anniversary Value on the Business Day after it is added to your Designated Account.

On each Certificate Anniversary, the Maximum Anniversary Value is equal to the greater of the Maximum Anniversary Value on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day; or your Designated Account value as of the end of the previous Business Day.

V. On and after the Reinstatement Date (replaced)

If your Certificate is terminated for failure to pay Total Certificate Charges and then reinstated, on the reinstatement date, we set the Benefit Base and Maximum Anniversary Value equal to your Designated Account value as of the end of the reinstatement date. After the reinstatement date, we determine the Benefit Base and Maximum Anniversary Value as described above.

Termination

Rider Termination (added)

This rider terminates on the earliest of:

- The date you cancel this rider. The date of cancellation is the later of the date you specify for cancellation in your Notice to us, or the date we receive and accept such Notice.
- The date the Certificate terminates.
- The day after the Withdrawal Start Date.
- The Annuity Date.
- The Maturity Date.

Right to Reinstate this Rider (added)

Once this rider terminates, it may not be reinstated.

Information

Error or Incorrect Information

When an error is found or updated information has been given, we reserve the right to adjust, as applicable, the Maximum Anniversary Value for your Certificate based on the correct information, in accordance with the terms of your Certificate. (added)

Allianz Life and Annuity Company

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[Cynthia Pevehouse Gary Bhojwani]

Secretary

President

Income Protection Rider

The Company has issued this rider as a part of the Group Contract. If there are any conflicts between this rider and the base contract, the provisions in this rider will prevail.

Benefit Base

I. Before and on the Withdrawal Start Date (replaced)

On the Certificate Date, the Benefit Base is equal to the Designated Account value.

After the Certificate Date and before and on the Withdrawal Start Date, the Benefit Base is equal to the greatest of the Benefit Base on the previous Business Day plus any Additional Investment added to the Designated Account on the previous Business Day; the Maximum Anniversary Value; or the Roll-up Amount.

Maximum Anniversary Value

On the Certificate Date, the Maximum Anniversary Value is equal to the Designated Account value.

We add any Additional Investment to the Maximum Anniversary Value on the Business Day after it is added to the Designated Account.

On each Certificate Anniversary, the Maximum Anniversary Value is equal to the greater of the Maximum Anniversary Value on the previous Business Day plus any Additional Investment added to the Designated Account on the previous Business Day; or the Designated Account value as of the end of the previous Business Day.

Roll-up Amount

The Roll-up Amount is equal to the lesser of the Annual Increase or the Roll-up Cap.

Annual Increase

On the Certificate Date, the Annual Increase is equal to the Designated Account value. We add any Additional Investment to the Annual Increase on the Business Day after it is added to the Designated Account.

On each Certificate Anniversary, the Annual Increase is:

$$A + B + C$$

Where:

A = The Annual Increase as of the previous Business Day plus any Additional Investment added to the Designated Account on the previous Business Day.

B = The Annual Increase as of the previous Certificate Anniversary, or the Certificate Date if this is the first Certificate Anniversary, multiplied by the Roll-up Rate shown on the Contract Schedule.

C = The sum of each Additional Investment added to the Designated Account during the previous Certificate Year multiplied by its adjusted Roll-up Rate.

On each Certificate Anniversary, the adjusted Roll-up Rate is:

$$(1 + \text{Roll-up Rate})^{(A/B)} - 1$$

Where:

A = The number of calendar days that the Additional Investment was in the Benefit Base during the previous Certificate Year. This period begins on the Business Day after the Additional Investment was added to the Designated Account and ends on the day before the Certificate Anniversary.

B = The number of calendar days in the current Certificate Year.

Roll-up Cap

On the Certificate Date, the Roll-up Cap is equal to the Designated Account value multiplied by the Roll-up Factor shown on the Contract Schedule.

After the Certificate Date, and on each Business Day before and on the first Certificate Anniversary, the Roll-up Cap is equal to the Roll-up Cap on the previous Business Day, plus any Additional Investment added to the Designated Account on the previous Business Day multiplied by the Roll-up Factor.

On each Business Day after the first Certificate Anniversary, and before the fourth Certificate Anniversary, and on each Business Day after the fourth Certificate Anniversary that is not a Certificate Anniversary, the Roll-up Cap is equal to the Roll-up Cap on the previous Business Day plus any Additional Investment added to the Designated Account on the previous Business Day.

On the fourth and later Certificate Anniversaries, the Roll-up Cap is equal to the Roll-up Cap on the previous Business Day plus any Additional Investment added to the Designated Account on the previous Business Day plus any applicable Additional Investment Roll-up. The Additional Investment Roll-up is equal to the total Additional Investments added during the applicable Roll-up Certificate Year multiplied by the Roll-up Lag Factor. The Roll-up Certificate Year and the Roll-up Lag Factor are shown on the Contract Schedule.

Termination

Rider Termination (added)

This rider terminates on the earliest of:

- The date of cancellation of this rider by the Certificate Owner. The date of cancellation is the later of the date the Certificate Owner specifies for the cancellation in the Certificate Owner's Notice to us, or the date we receive and accept such Notice.
- The date the Certificate terminates.
- The day after the Withdrawal Start Date.
- The Annuity Date.
- The Maturity Date.

Right to Reinstate this Rider (added)

Once this rider terminates, it may not be reinstated.

Information

Error or Incorrect Information

When an error is found or updated information has been given, we reserve the right to adjust, as applicable, the Maximum Anniversary Value, Roll-up Amount, Roll-up Cap and Annual Increase for any Certificate based on the correct information, in accordance with the terms of this Group Contract. (added)

Allianz Life and Annuity Company

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[Cynthia Pevehouse Gary Bhojwani]

Secretary

President

Income Protection Rider

The Company has issued this rider as a part of the Certificate. If there are any conflicts between this rider and your Certificate, the provisions in this rider will prevail.

Benefit Base

I. Before and on the Withdrawal Start Date (replaced)

On the Certificate Date, the Benefit Base is equal to your Designated Account value.

After the Certificate Date and before and on the Withdrawal Start Date, the Benefit Base is equal to the greatest of the Benefit Base on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day; the Maximum Anniversary Value; or the Roll-up Amount.

Maximum Anniversary Value

On the Certificate Date, the Maximum Anniversary Value is equal to your Designated Account value.

We add any Additional Investment to the Maximum Anniversary Value on the Business Day after it is added to your Designated Account.

On each Certificate Anniversary, the Maximum Anniversary Value is equal to the greater of the Maximum Anniversary Value on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day; or your Designated Account value as of the end of the previous Business Day.

Roll-up Amount

The Roll-up Amount is equal to the lesser of the Annual Increase or the Roll-up Cap.

Annual Increase

On the Certificate Date, the Annual Increase is equal to your Designated Account value. We add any Additional Investment to the Annual Increase on the Business Day after it is added to your Designated Account.

On each Certificate Anniversary, the Annual Increase is:

$$A + B + C$$

Where:

A = The Annual Increase as of the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day.

B = The Annual Increase as of the previous Certificate Anniversary, or the Certificate Date if this is the first Certificate Anniversary, multiplied by the Roll-up Rate shown on the Certificate Schedule.

C = The sum of each Additional Investment added to your Designated Account during the previous Certificate Year multiplied by its adjusted Roll-up Rate.

On each Certificate Anniversary, the adjusted Roll-up Rate is:

$$(1 + \text{Roll-up Rate})^{(A/B)} - 1$$

Where:

A = The number of calendar days that the Additional Investment was in the Benefit Base during the previous Certificate Year. This period begins on the Business Day after the Additional Investment was added to your Designated Account and ends on the day before the Certificate Anniversary.

B = The number of calendar days in the current Certificate Year.

Roll-up Cap

On the Certificate Date, the Roll-up Cap is equal to your Designated Account value multiplied by the Roll-up Factor shown on the Certificate Schedule.

After the Certificate Date, and on each Business Day before and on the first Certificate Anniversary, the Roll-up Cap is equal to the Roll-up Cap on the previous Business Day, plus any Additional Investment added to your Designated Account on the previous Business Day multiplied by the Roll-up Factor.

On each Business Day after the first Certificate Anniversary, and before the fourth Certificate Anniversary, and on each Business Day after the fourth Certificate Anniversary that is not a Certificate Anniversary, the Roll-up Cap is equal to the Roll-up Cap on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day.

On the fourth and later Certificate Anniversaries, the Roll-up Cap is equal to the Roll-up Cap on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day plus any applicable Additional Investment Roll-up. The Additional Investment Roll-up is equal to the total Additional Investments added during the applicable Roll-up Certificate Year multiplied by the Roll-up Lag Factor. The Roll-up Certificate Year and the Roll-up Lag Factor are shown on the Certificate Schedule.

Termination

Rider Termination (added)

This rider terminates on the earliest of:

- The date you cancel this rider. The date of cancellation is the later of the date you specify for cancellation in your Notice to us, or the date we receive and accept such Notice.
- The date the Certificate terminates.
- The day after the Withdrawal Start Date.
- The Annuity Date.
- The Maturity Date.

Right to Reinstate this Rider (added)

Once this rider terminates, it may not be reinstated.

Information

Error or Incorrect Information

When an error is found or updated information has been given, we reserve the right to adjust, as applicable, the Maximum Anniversary Value, Roll-up Amount, Roll-up Cap and Annual Increase for your Certificate based on the correct information, in accordance with the terms of your Certificate. (added)

Allianz Life and Annuity Company

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[Cynthia Pevehouse Gary Bhojwani]

Secretary

President

SERFF Tracking Number: ALLD-125570448 State: Arkansas
Filing Company: Allianz Life and Annuity Company State Tracking Number: 38503
Company Tracking Number: L40531-G-01
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: Group Def Fixed Annuity
Project Name/Number: L40531-G-01/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ALLD-125570448 State: Arkansas
Filing Company: Allianz Life and Annuity Company State Tracking Number: 38503
Company Tracking Number: L40531-G-01
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: Group Def Fixed Annuity
Project Name/Number: L40531-G-01/

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 03/22/2008

Comments:

Attachments:

Certificate of Readability.pdf
AR_Certificate_of_Compliance_Reg_19_and_11-83.pdf

Review Status:

Satisfied -Name: Application 03/22/2008

Comments:

Applications to be used with this product are new and can be found under the Form Schedule tab.

Review Status:

Satisfied -Name: Life & Annuity - Acturial Memo 03/22/2008

Comments:

Attachment:

Act Memo 3-15-08.pdf

Review Status:

Satisfied -Name: Authorization Letter 03/22/2008

Comments:

Attachment:

Filing Authorization Letter R Weaver.pdf

Review Status:

Satisfied -Name: Statement of Variability 03/22/2008

Comments:

Attachments:

Statement of Variability _certificate_ 3.19.08.pdf
Statement of Variability _contract_ 3.19.08.pdf

CERTIFICATE OF READABILITY

| Contract Form | Flesch Score |
|---------------|--|
| L40531-G-01 | 58.5 |
| S40758-G-01 | 51.8 |
| N40001-G-01 | 58.5 |
| Q40001-G-01 | 50 |
| F40463-G-01 | 50.5 (when scored with contract/certificate) |
| V40001-G-01 | 51.7 (when scored with contract/certificate) |
| W40003-G | 54.4 (when scored with contract/certificate) |
| W40007-G | 54.3 (when scored with contract/certificate) |
| W40005-G | 54.2 (when scored with contract/certificate) |
| W40004-G | 54.3 (when scored with contract/certificate) |
| W40006-G | 55.3 (when scored with contract/certificate) |
| W40008-G | 51.8 (when scored with contract/certificate) |

It is hereby certified that each contract form listed above meets the minimum reading ease score required by each of the following states:

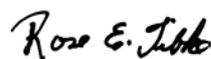
ARIZONA
ARKANSAS
CONNECTICUT
DISTRICT OF COLUMBIA
FLORIDA
GEORGIA
HAWAII
INDIANA
KENTUCKY
MASSACHUSETTS
MAINE
MINNESOTA
MONTANA
NEBRASKA
NEVADA

NEW HAMPSHIRE
NEW JERSEY
NEW MEXICO
NORTH CAROLINA
NORTH DAKOTA
OKLAHOMA
OHIO
SOUTH CAROLINA
SOUTH DAKOTA
TENNESSEE
VERMONT
VIRGINIA
WEST VIRGINIA
WISCONSIN

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: 03/05/2008 _____



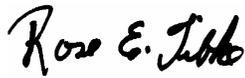
Rose E. Tibke
AVP – Director of Product Filing

CERTIFICATE OF COMPLIANCE

Allianz Life and Annuity Company hereby certifies that the product forms **L40531-G-01 et al** are in compliance with all of the requirements of Arkansas Rule and Regulation 19§10B as well as all applicable requirements of the Arkansas Insurance Department.

Allianz Life and Annuity Company also certifies that the guidelines of Arkansas Bulletin 11-83 have been reviewed relative to these forms. The forms comply with all provisions of this Bulletin.

Allianz Life and Annuity Company

A handwritten signature in black ink that reads "Rose E. Tibke". The signature is written in a cursive style with a large, prominent "R" and "T".

Rose Tibke
AVP – Director of Product Filing

Allianz Life and Annuity Company
Actuarial Memorandum
March 15, 2008

Group Deferred Fixed Annuity Contract (form series L40531-G-01)
Cost of Living Adjustment Rider (form series W40003-G)
Maximum Anniversary Value Rider (form series W40005-G)
Income Protection Rider (form series W40007-G)

The purpose of this Actuarial Memorandum is to disclose the methodology for the calculation of reserves and to certify this methodology meets statutory valuation requirements, and also to certify this contract meets statutory nonforfeiture requirements. This Actuarial Memorandum is not intended to be used for any other purpose.

Description of Plan

The group deferred fixed annuity contract guarantees payment of a Monthly Benefit to the certificate owner over the life of the covered person(s) in the event the Designated Account value falls below an established threshold amount. Issue age for all covered persons is 50-80. A minimum Designated Account value is required for issue.

Designated Account

The Designated Account is an investment account a certificate owner has established with the program sponsor and contract holder. Allianz has no direct control over the Designated Account, but the Designated Account must be invested in asset allocations approved by us or the certificate will terminate.

Additions and Withdrawals

Additions can be made to the Designated Account up to the maximum coverage amount shown on the contract schedule.

Withdrawals can be taken from the Designated Account at any time and are classified as either permitted withdrawals or excess withdrawals. Any cumulative withdrawals in a certificate year up to the Permitted Withdrawal Limit are considered permitted withdrawals. Excess withdrawals are all withdrawal amounts in excess of the Permitted Withdrawal Limit for a certificate year. Excess withdrawals will reduce the benefits of the contract. Deductions from the Designated Account for Insurance and Administrative Charges, and program sponsor fees up to the maximum fee shown on the contract schedule, are not considered withdrawals.

Benefit Base

The Benefit Base is used to calculate both the Monthly Benefit and the Permitted Withdrawal Limit for a certificate and is based upon the value of the Designated Account. The Benefit Base is increased with Additions and decreased by excess withdrawals. Withdrawals up to the Permitted Withdrawal Limit do not decrease the Benefit Base. The Benefit Base is calculated differently depending on the status of the contract.

A. Benefit Base before and on the date Withdrawals from the Designated Account begin

The Benefit Base is the Designated Account value on the certificate date plus any Additions prior to the calculation date.

B. Benefit Base after Withdrawals from the Designated Account begin, and before and on the date the Designated Account value falls below the threshold amount

On a non-anniversary, the Benefit Base is increased by any Additions prior to the calculation date and decreased proportionately by excess withdrawals prior to the calculation date.

On an anniversary, the Benefit Base could change depending on which Permitted Withdrawal Limit calculation (from the Permitted Withdrawal Limit section below) prevails. The Benefit Base equals the Designated Account if calculation 1 is greater, otherwise it equals the Benefit Base from the prior day multiplied by one plus the cost of living adjustment rate, shown on the contract schedule.

Other than due to an excess withdrawal, the Benefit Base can decrease only when calculation 1 prevails and the Permitted Withdrawal Limit has been increased.

- C. Benefit Base after the Designated Account value falls below the threshold amount
Additions and Withdrawals are no longer permitted. The Benefit Base will not change.

See **Appendix A** for examples illustrating how the Benefit Base is calculated.

Permitted Withdrawal Limit

The Permitted Withdrawal Limit is calculated on the first withdrawal date and each certificate anniversary. It equals the greater of:

1. The Designated Account value multiplied by the income percentage for the certificate owner's current age (the younger age if joint owners)
2. The Benefit Base multiplied by the income percentage used on the first withdrawal date, or if later, on the last anniversary

Monthly Benefit

If the Designated Account is reduced below the threshold amount and the certificate owner has complied with the terms of the contract for taking withdrawals from the Designated Account and in allocating the assets of the Designated Account, the amount remaining in the Designated Account is remitted to us as a final premium, and Monthly Benefit payments will begin. The start date for Monthly Benefits is dependent on withdrawals made during the current certificate year.

The Monthly Benefit equals the Benefit Base multiplied by the income percentage used in calculating the last Permitted Withdrawal Limit, and divided by 12.

When the last surviving covered person dies, the beneficiary will receive a lump sum refund of the excess, if any, of the final premium less Monthly Benefit payments.

Insurance and Administrative Charges

Insurance charges are the amounts paid for the benefits provided under the contract. Administrative charges are the amounts paid to cover cost of administering, distributing, and maintaining the contract and certificates. Estimated charges will be paid in advance each quarter of a year. On a given due date, the charge in advance for each asset allocation program is the charge rate for that program, multiplied by the pro-rated Benefit Base based on the value in the asset allocation program, multiplied by the number of days from this charge date to the next. The actual charges are calculated at the end of the quarter, and any differences are settled on the next due date. The initial and guaranteed charge rates are shown on the contract schedule.

Fixed Annuity Option

At any time the certificate owner can purchase a fixed lifetime annuity with their Designated Account value. Fixed annuity payments will be payable according to the annuity option selected, and no additional benefits will be payable under the contract. Guaranteed purchase rate tables are shown on the contract schedule.

Non-Discrimination

No assumptions or provisions contained in the contract unfairly discriminates in availability, rates, benefits, or any other way for individuals of the same class, equal expectation of life, and degree of risk or hazard.

Maximum Anniversary Value Rider

This rider modifies the Benefit Base calculation before and on the date Withdrawals from the Designated Account begin. During this time the Benefit Base is the greater of the Maximum Anniversary Value, or the Benefit Base on the previous date plus any Additions on the previous date.

The Maximum Anniversary Value (MAV):

- On the certificate date, equals the Designated Account value.
- On a non-anniversary, equals the MAV on the previous day plus any Addition on the previous day.
- On each anniversary, equals the greater of Designated Account value on the previous day; or the MAV on the previous day plus any Addition on the previous day.

Income Protection Rider

This rider modifies the Benefit Base calculation before and on the date Withdrawals from the Designated Account begin. During this time the Benefit Base is the greater of the Maximum Anniversary Value, the Roll-up Amount, or the Benefit Base on the previous date plus any Additions on the previous date.

The Maximum Anniversary Value is calculated as described above. The Roll-up Amount is the lesser of the Annual Increase or the Roll-up Cap.

The Annual Increase:

- On the certificate date, equals the Designated Account value.
- On a non-anniversary, equals the Annual Increase on the previous day plus any Addition on the previous day.
- On each anniversary, equals the Annual Increase on the previous day plus any Addition on the previous day, plus the Annual Increase on the previous anniversary (or certificate date if the first anniversary) times the roll-up rate shown on the contract schedule, plus any Additions during the year times the roll-up rate for the portion of the year remaining after each Addition was made.

The Roll-up Cap:

- On the certificate date, equals the Designated Account value times the roll-up factor shown on the contract schedule.
- After the certificate date until and on the first anniversary, equals the Roll-up Cap on the previous day, plus any Addition on the previous day times the roll-up factor.
- After the first anniversary and until the fourth anniversary, and on each non-anniversary after the fourth anniversary, equals the Roll-up Cap on the previous day, plus any Addition on the previous day.
- On the fourth and later anniversaries, equals the Roll-up Cap on the previous day, plus any Addition on the previous day, plus any Additions during the certificate year ending three years ago times the roll-up lag factor shown on the contract schedule.

Cost of Living Adjustment Rider

This rider modifies the Benefit Base calculation after Withdrawals from the Designated Account begin, and before and on the date the Designated Account value falls below the threshold amount.

On a non-anniversary, the Benefit Base is increased by any Additions prior to the calculation date and decreased by excess withdrawals prior to the calculation date. Each anniversary during this period the Benefit Base is increased:

- If the prior day's Designated Account multiplied by the income percentage for the certificate owner's current age (the younger age if joint owners) exceeds the prior day's Benefit Base with the cost of living adjustment for the prior year, multiplied by the income percentage used on the first withdrawal date, or if later, on the last anniversary, the Benefit Base equals the Designated Account value on the prior day.
- Otherwise, the Benefit Base is the greater of the Designated Account value on the prior day, or the prior day's Benefit Base plus the cost of living adjustment for the prior year.

The cost of living adjustment rate is shown on the contract schedule.

See **Appendix B** for examples illustrating how the Benefit Base is calculated with this rider.

This rider also increases the Benefit Base by the cost of living adjustment each anniversary after the Designated Account value falls below the threshold amount.

Reserves

Statutory reserves are held in the general account. Reserves will reflect the statutory requirements for guaranteed living benefits based on the methodology in Actuarial Guideline 39, which requires the greater of accumulated charges or the reserves that would be needed to meet the standalone asset adequacy analysis. If it is determined that any part of the methodology is redundant, Allianz Life will release any redundant reserves. Actuarial Guideline 39 is intended to be an interim guideline until the final requirements for principal based reserves are established.

Once principal based reserves are finalized, the reserves will reflect the modified CTE reserves based on a stochastic methodology. Currently the percentage is set at 70th CTE, but is yet to be finalized. The calculation of the reserve will use equity scenarios meeting the calibration points currently in Appendix 5 of the March 2005 Report of the AAA Variable Annuities Reserve work group.

Standard Nonforfeiture Law

This form is designed to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities. This form does not provide cash surrender benefits. The only amounts collected from the certificate holder are the administrative charge and insurance charge. Net considerations are zero, making the minimum nonforfeiture amount zero, and therefore no paid-up annuity benefits are required.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Martin Kline", is written over a horizontal line.

Martin Kline, FSA, MAAA
Sr. Actuary
Allianz Life Insurance Company of North America

on behalf of Allianz Life and Annuity Company

Appendix A

Benefit Base calculation examples - After withdrawals begin, but prior to the Designated Account value falling below the threshold amount

Example 1: Designated Account value is less than Benefit Base

| | | |
|---|----------------|-------------------------------|
| On the first withdrawal date: | | |
| Age | 65 | (a) |
| Income percentage | 5% | (b) |
| Designated Account value/Benefit Base | 240,000 | (c) |
| Benefit Amount | 12,000 | (d)=(b)*(c) |
| On certificate anniversary (attained age is 66): | | |
| <u>Payment calculation 1</u> | | |
| Designated Account value | 224,000 | (e) |
| Attained age income percentage (age 66 %) | 5% | (f) |
| Benefit Amount | 11,200 | (g)=(e)*(f) |
| <u>Payment calculation 2</u> | | |
| Benefit Base | 240,000 | (h) = (c) |
| Last income percentage | 5% | (i) |
| Benefit Amount | 12,000 | (j)=(h)*(i) |
| Greatest Payment | 12,000 | max of (g) & (j) |
| Benefit Base | 240,000 | corresponds to larger payment |

Example 2: Designated Account value is greater than Benefit Base

| | | |
|---|----------------|-------------------------------|
| On the first withdrawal date: | | |
| Age | 65 | (a) |
| Income percentage | 5% | (b) |
| Designated Account value/Benefit Base | 240,000 | (c) |
| Benefit Amount | 12,000 | (d)=(b)*(c) |
| On certificate anniversary (attained age is 66): | | |
| <u>Payment calculation 1</u> | | |
| Designated Account value | 248,000 | (e) |
| Attained age income percentage (age 66 %) | 5% | (f) |
| Benefit Amount | 12,400 | (g)=(e)*(f) |
| <u>Payment calculation 2</u> | | |
| Benefit Base | 240,000 | (h) = (c) |
| Last income percentage | 5% | (i) |
| Benefit Amount | 12,000 | (j)=(h)*(i) |
| Greatest Payment | 12,400 | max of (g) & (j) |
| Benefit Base | 248,000 | corresponds to larger payment |

Appendix A (continued)

Benefit Base calculation examples - After withdrawals begin, but prior to the Designated Account value falling below the threshold amount

Example 3: Attained age income percentage threshold.

| | | |
|---|----------------|-------------------------------|
| On the first withdrawal date: | | |
| Age | 69 | (a) |
| Income percentage | 5% | (b) |
| Designated Account value/Benefit Base | 240,000 | (c) |
| Benefit Amount | 12,000 | (d)=(b)*(c) |
| On certificate anniversary (attained age is 70): | | |
| <u>Payment calculation 1</u> | | |
| Designated Account value | 236,000 | (e) |
| Attained age income percentage (age 70 %) | 6% | (f) |
| Benefit Amount | 14,160 | (g)=(e)*(f) |
| <u>Payment calculation 2</u> | | |
| Benefit Base | 240,000 | (h) = (c) |
| Last income percentage | 5% | (i) |
| Benefit Amount | 12,000 | (j)=(h)*(i) |
| Greatest Payment | 14,160 | max of (g) & (j) |
| Benefit Base* | 236,000 | corresponds to larger payment |

* The Benefit Base has decreased, but the Benefit Amount has increased.

Appendix B

Benefit Base calculation examples with Cost of Living Adjustment Rider - After withdrawals begin, but prior to the Designated Account value falling below the threshold amount

Example 1: Designated Account value is less than Benefit Base increased by COLA

| | | |
|---|----------------|-------------------------------|
| On the first withdrawal date: | | |
| Age | 65 | (a) |
| Income percentage | 5% | (b) |
| Designated Account value/Benefit Base | 240,000 | (c) |
| Benefit Amount | 12,000 | (d)=(b)*(c) |
| On certificate anniversary (attained age is 66): | | |
| <u>Payment calculation 1</u> | | |
| Designated Account value | 224,000 | (e) |
| Attained age income percentage (age 66 %) | 5% | (f) |
| Benefit Amount | 11,200 | (g)=(e)*(f) |
| <u>Payment calculation 2</u> | | |
| Benefit Base increased by 3% COLA | 247,200 | (h) = (c) * 1.03 |
| Last income percentage | 5% | (i) |
| Benefit Amount | 12,360 | (j)=(h)*(i) |
| Greatest Payment | 12,360 | max of (g) & (j) |
| Benefit Base | 247,200 | corresponds to larger payment |

Example 2: Designated Account value is greater than Benefit Base increased by COLA

| | | |
|---|----------------|-------------------------------|
| On the first withdrawal date: | | |
| Age | 65 | (a) |
| Income percentage | 5% | (b) |
| Designated Account value/Benefit Base | 240,000 | (c) |
| Benefit Amount | 12,000 | (d)=(b)*(c) |
| On certificate anniversary (attained age is 66): | | |
| <u>Payment calculation 1</u> | | |
| Designated Account value | 248,000 | (e) |
| Attained age income percentage (age 66 %) | 5% | (f) |
| Benefit Amount | 12,400 | (g)=(e)*(f) |
| <u>Payment calculation 2</u> | | |
| Benefit Base increased by 3% COLA | 247,200 | (h) = (c) * 1.03 |
| Last income percentage | 5% | (i) |
| Benefit Amount | 12,360 | (j)=(h)*(i) |
| Greatest Payment | 12,400 | max of (g) & (j) |
| Benefit Base | 248,000 | corresponds to larger payment |

Appendix B (continued)

Benefit Base calculation examples with Cost of Living Adjustment Rider - After withdrawals begin, but prior to the Designated Account value falling below the threshold amount

Example 3: Attained age income percentage threshold.

| | | |
|---|----------------|-------------------------------|
| On the first withdrawal date: | | |
| Age | 69 | (a) |
| Income percentage | 5% | (b) |
| Designated Account value/Benefit Base | 240,000 | (c) |
| Benefit Amount | 12,000 | (d)=(b)*(c) |
| On certificate anniversary (attained age is 70): | | |
| <u>Payment calculation 1</u> | | |
| Designated Account value | 236,000 | (e) |
| Attained age income percentage (age 70 %) | 6% | (f) |
| Benefit Amount | 14,160 | (g)=(e)*(f) |
| <u>Payment calculation 2</u> | | |
| Benefit Base increased by 3% COLA | 247,200 | (h) = (c) * 1.03 |
| Last income percentage | 5% | (i) |
| Benefit Amount | 12,360 | (j)=(h)*(i) |
| Greatest Payment | 14,160 | max of (g) & (j) |
| Benefit Base* | 236,000 | corresponds to larger payment |

* The Benefit Base has decreased, but the Benefit Amount has increased.

Allianz Life and Annuity Company

P.O. Box 59060
Minneapolis, MN 55459-0060

March 19, 2008

NAIC Company Code 69604

FEIN: 59-237916

RE: Filing authorization

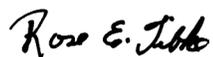
Dear Sir/Madam:

This is to inform you that Renee Weaver has been authorized to act on our behalf of Allianz Life and Annuity Company as indicated herein.

Ms. Weaver is hereby empowered to act for Allianz Life and Annuity Company in any matters regarding the filing of insurance product forms, rates, advertising materials, and any other materials incidental to the acceptance of such filings in your state.

Your cooperation in working with Ms. Weaver and Allianz Life and Annuity Company is appreciated.

Thank you,



Rose E. Tibke
Assistant Vice President
Director of Product Filing
Allianz Life and Annuity Company

Statement of Variability
Allianz Life and Annuity Company
Contract Form N40001-G-01, Contract Schedule Form Q40001-G-01

Common variable items on all forms submitted:

Any signatures of the company officers and the company/service center addresses in the contract forms, riders, and on the application are bracketed to denote the necessary variable field.

Variable items within the contract schedule pages:

Brackets on the contract schedule pages that are not specifically noted below are those that encompass data that is variable by the nature of the [contract annuitant and owner].

Each item is listed in order of appearance on the applicable form.

| Page # | Variable | Minimum | Maximum | Current | Rationale |
|--------|---|-----------------------------|-----------------------------|-----------------------------|---|
| 3 | Eligible Persons | N/A | N/A | N/A | Based on agreement with Program Sponsor. |
| 3 | Minimum Age | 50 | 65 | 50 | Based on the structure of the benefit and target market for that benefit. |
| 3 | Maximum Age | 80 | 90 | 80 | Based on the structure of the benefit and target market for that benefit. |
| 3 | Minimum Annuity Payment Amount | \$50 per month | \$500 per month | \$100 per month | Based on market volatility and allocation experience. |
| 3 | Designated Account - Maximum Coverage Amount | \$1 Million | \$25 Million | \$5 Million | Based on market volatility and allocation experience. |
| 3 | Designated Account - Required Reallocation Period | 10 days from written notice | 90 days from written notice | 30 days from written notice | Based on agreement with Program Sponsor. |
| 3 | Designated Account - Allocation Correction Period | 10 days from written notice | 90 days from written notice | 10 days from written notice | Based on agreement with Program Sponsor. |
| 3 | Designated Account - Addition Reversal Period | 10 days from written notice | 90 days from written notice | 60 days from written notice | Based on agreement with Program Sponsor. |
| 3 | Designated Account - Minimum Threshold Amount | \$0 | \$50,000 | \$20,000 | Based on agreement with Program Sponsor. |
| 3 | Designated Account – Threshold Grace Period | 10 days from written notice | 90 days from written notice | 10 days from written notice | Based on agreement with Program Sponsor. |

Statement of Variability
Allianz Life and Annuity Company
Contract Form N40001-G-01, Contract Schedule Form Q40001-G-01

| Page # | Variable | Minimum | Maximum | Current | Rationale |
|---------------|---|---|---|--|--|
| 3 | Benefit Base – Roll-up Rate | 3% | 10% | 5% | Based on market volatility and allocation experience. |
| 3 | Benefit Base – Roll-up Factor | 150% | 300% | 200% | Based on market volatility and allocation experience. |
| 3 | Benefit Base – Roll-up Certificate Year | The Certificate Year beginning on the Certificate Anniversary exactly 1 Certificate Year before any Certificate Anniversary | The Certificate Year beginning on the Certificate Anniversary exactly 10 Certificate Years before any Certificate Anniversary | The Certificate Year beginning on the Certificate Anniversary exactly 3 Certificate Years before any Certificate Anniversary | Based on market volatility and allocation experience. |
| 3 | Benefit Base – Roll-up Lag Factor | 50% | 200% | 100% | Based on market volatility and allocation experience. (Roll-up Lag Factor = Roll-up Factor -100%) |
| 3 | Benefit Base – Cost of Living Adjustment Rate | 1.0% | 5.0% | 3.0% | Based on the structure of the benefit and target market for that benefit. |
| 3 | Withdrawals - Maximum Program Sponsor Fee | .1% of assets in desig acct per [due date] | .75% of assets in desig acct per [due date] | .5% of assets in desig acct per [due date] | Based on agreement with Program Sponsor. Set at time of issue. Any change will be made to new contracts. |
| 3 | Withdrawals - Withdrawal Reversal Period | 10 days from date of withdrawal | 60 days from date of withdrawal | 10 days from date of withdrawal | Based on market volatility and allocation experience. |
| 3 | Age Based Income Percentage Table | Ages 50-80+; 3% | Ages 65-90+; 8% | Ages 50-80+; 4% - 7% | Based on the structure of the benefit and target market for that benefit. |
| 3A | Total Cert Charges - Grace Period | 30 days | 60 days | 30 days | Based on agreement with Program Sponsor and state requirement. |
| 3A | Total Cert Charges - Due Dates | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |

Statement of Variability
Allianz Life and Annuity Company
Contract Form N40001-G-01, Contract Schedule Form Q40001-G-01

| Page # | Variable | Minimum | Maximum | Current | Rationale |
|--------|---|---------|---------|---------|--|
| 3A | Initial Annual Insurance Charge Rate for a Sole Covered Person | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are not Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | .70% | 2.2% | .95% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | .70% | 2.2% | 1.05% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | Initial Annual Insurance Charge Rate for Joint Covered Persons | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are not Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | .85% | 2.2% | 1.20% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | .85% | 2.2% | 1.55% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | Initial Annual Insurance Charge Rate, including COLA, for Sole Covered Person | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are not Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | .95% | 2.7% | 1.45% | Program and associated rate based on agreement with Program Sponsor. |

Statement of Variability
Allianz Life and Annuity Company
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| Page # | Variable | Minimum | Maximum | Current | Rationale |
|--------|---|--|--|---|--|
| 3A | If Program Sponsor Fees are Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | .95% | 2.7% | 1.55% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | Initial Annual Insurance Charge Rate, including COLA, for Joint Covered Persons | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are not Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | 1.1% | 2.7% | 1.70% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | 1.1% | 2.7% | 2.05% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | Insurance Charge Rate Guaranteed Period | 1 month | 5 certificate years | 2 certificate years | Based on market volatility and allocation experience. |
| 3A | Subsequent Insurance Charge Rate Guaranteed Period | Once per month | N/A | once per Certificate Year | Based on agreement with Program Sponsor, market volatility and allocation experience. |
| 3A | Subsequent Insurance Charge Rate | 0% more than rates shown | .75% more than rates shown | .50% more than rates shown | Based on agreement with Program Sponsor. Set at time of issue. Any change will be made to new contracts. |
| 3A | Annual Administrative Charge Rate | .10% | .50% | .25% | Based on agreement with Program Sponsor. |
| 3B | Optional Riders | N/A | N/A | N/A | List of applicable riders at time of issue. |
| 3B | Right to Reinstate Period | 30 days after cert term | 365 days after cert term | 90 days after cert term | Based on agreement with Program Sponsor. |
| 3B | Reapplication Wait Period | 6 months after cert term | 60 months after cert term | 24 months after cert term | Based on agreement with Program Sponsor. |
| 3B | Wait Period Waiver | 0 days before and after every 2 nd cert anniv | 90 days before and after every 10 th cert anniv | 30 days before and after every 5 th cert anniv | Based on agreement with Program Sponsor. |

Statement of Variability
Allianz Life and Annuity Company
Contract Form N40001-G-01, Contract Schedule Form Q40001-G-01

| Page # | Variable | Minimum | Maximum | Current | Rationale |
|---------------|--|----------------|----------------|------------------------------|--|
| 3C | Guaranteed Purchase Rate Tables are based on [x]% interest | 0.5% | 3.0% | 1% | Based on interest rate environment. |
| 3C | Guaranteed Purchase Rate Tables are based on...the [x] | N/A | N/A | Annuity 2000 Mortality Table | Variable to allow for future mortality tables. |
| 3C | Guaranteed Purchase Rate Table 1: Rates | N/A | N/A | As shown on schedule page | Varies with changes in interest rates and mortality table. |
| 3C | Guaranteed Purchase Rate Table 2: Rates | N/A | N/A | As shown on schedule page | Varies with changes in interest rates and mortality table. |

Statement of Variability
Allianz Life and Annuity Company
Contract Form L40531-G-01, Contract Schedule Form S40758-G-01

Common variable items on all forms submitted:

Any signatures of the company officers and the company/service center addresses in the contract forms, riders, and on the application are bracketed to denote the necessary variable field.

Variable items within the contract schedule pages:

Brackets on the contract schedule pages that are not specifically noted below are those that encompass data that is variable by the nature of the [contract annuitant and owner].

Each item is listed in order of appearance on the applicable form.

| Page # | Variable | Minimum | Maximum | Current | Rationale |
|---------------|---|-----------------------------|-----------------------------|-----------------------------|---|
| 3 | Eligible Persons | N/A | N/A | N/A | Based on agreement with Program Sponsor. |
| 3 | Minimum Notice for Contract Discontinuance | 3 months | 12 months | 6 months | Based on agreement with Program Sponsor. |
| 3 | Optional Riders | N/A | N/A | N/A | Listing of applicable riders at time of issue. |
| 3 | Minimum Age | 50 | 65 | 50 | Based on the structure of the benefit and target market for that benefit. |
| 3 | Maximum Age | 80 | 90 | 80 | Based on the structure of the benefit and target market for that benefit. |
| 3 | Minimum Annuity Payment Amount | \$50 per month | \$500 per month | \$100 per month | Based on market volatility and allocation experience. |
| 3 | Designated Account – Maximum Coverage Amount | \$1 Million | \$25 Million | \$5 Million | Based on market volatility and allocation experience. |
| 3 | Designated Account - Required Reallocation Period | 10 days from written notice | 90 days from written notice | 30 days from written notice | Based on agreement with Program Sponsor. |
| 3 | Designated Account - Allocation Correction Period | 10 days from written notice | 90 days from written notice | 10 days from written notice | Based on agreement with Program Sponsor. |
| 3 | Designated Account - Addition Reversal Period | 10 days from written notice | 90 days from written notice | 60 days from written notice | Based on agreement with Program Sponsor. |
| 3 | Designated Account - Minimum Threshold Amount | \$0 | \$50,000 | \$20,000 | Based on agreement with Program Sponsor. |
| 3 | Designated Account – Threshold Grace Period | 10 days from written notice | 90 days from written notice | 10 days from written notice | Based on agreement with Program Sponsor. |

Statement of Variability
Allianz Life and Annuity Company
Contract Form L40531-G-01, Contract Schedule Form S40758-G-01

| Page # | Variable | Minimum | Maximum | Current | Rationale |
|---------------|---|---|---|--|--|
| 3 | Benefit Base – Roll-up Rate | 3% | 10% | 5% | Based on market volatility and allocation experience. |
| 3 | Benefit Base – Roll-up Factor | 150% | 300% | 200% | Based on market volatility and allocation experience. |
| 3 | Benefit Base – Roll-up Certificate Year | The Certificate Year beginning on the Certificate Anniversary exactly 1 Certificate Year before any Certificate Anniversary | The Certificate Year beginning on the Certificate Anniversary exactly 10 Certificate Years before any Certificate Anniversary | The Certificate Year beginning on the Certificate Anniversary exactly 3 Certificate Years before any Certificate Anniversary | Based on market volatility and allocation experience. |
| 3 | Benefit Base – Roll-up Lag Factor | 50% | 200% | 100% | Based on market volatility and allocation experience. (Roll-up Lag Factor = Roll-up Factor -100%) |
| 3 | Benefit Base – Cost of Living Adjustment Rate | 1.0% | 5.0% | 3.0% | Based on the structure of the benefit and target market for that benefit. |
| 3 | Withdrawals - Maximum Program Sponsor Fee | .1% of assets in desig acct per [due date] | .75% of assets in desig acct per [due date] | .5% of assets in desig acct per [due date] | Based on agreement with Program Sponsor. Set at time of issue. Any change will be made to new contracts. |
| 3 | Withdrawals - Withdrawal Reversal Period | 10 days from date of withdrawal | 60 days from date of withdrawal | 10 days from date of withdrawal | Based on market volatility and allocation experience. |
| 3 | Age Based Income Percentage Table | Ages 50-80+; 3% | Ages 65-90+; 8% | Ages 50-80+; 4% - 7% | Based on the structure of the benefit and target market for that benefit. |
| 3A | Total Cert Charges - Grace Period | 30 days | 60 days | 30 days | Based on agreement with Program Sponsor and state requirement. |
| 3A | Total Cert Charges - Due Dates | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |

Statement of Variability
Allianz Life and Annuity Company
Contract Form L40531-G-01, Contract Schedule Form S40758-G-01

| Page # | Variable | Minimum | Maximum | Current | Rationale |
|--------|---|---------|---------|---------|--|
| 3A | Initial Annual Insurance Charge Rate for a Sole Covered Person | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are not Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | .70% | 2.2% | .95% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | .70% | 2.2% | 1.05% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | Initial Annual Insurance Charge Rate for Joint Covered Persons | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are not Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | .85% | 2.2% | 1.20% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | .85% | 2.2% | 1.55% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | Initial Annual Insurance Charge Rate, including COLA, for Sole Covered Person | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are not Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | .95% | 2.7% | 1.45% | Program and associated rate based on agreement with Program Sponsor. |

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| Page # | Variable | Minimum | Maximum | Current | Rationale |
|--------|---|--|--|---|--|
| 3A | If Program Sponsor Fees are Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | .95% | 2.7% | 1.55% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | Initial Annual Insurance Charge Rate, including COLA, for Joint Covered Persons | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are not Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | 1.1% | 2.7% | 1.70% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | If Program Sponsor Fees are Deducted from Designated Account | N/A | N/A | N/A | Included or suppressed based on agreement with Program Sponsor. |
| 3A | XXX Asset Allocation Program | 1.1% | 2.7% | 2.05% | Program and associated rate based on agreement with Program Sponsor. |
| 3A | Insurance Charge Rate Guaranteed Period | 1 month | 5 certificate years | 2 certificate years | Based on market volatility and allocation experience. |
| 3A | Subsequent Insurance Charge Rate Guaranteed Period | Once per month | N/A | once per Certificate Year | Based on agreement with Program Sponsor, market volatility and allocation experience. |
| 3A | Subsequent Insurance Charge Rate | 0% more than rates shown | .75% more than rates shown | .50% more than rates shown | Based on agreement with Program Sponsor. Set at time of issue. Any change will be made to new contracts. |
| 3A | Annual Administrative Charge Rate | .10% | .50% | .25% | Based on agreement with Program Sponsor. |
| 3A | Right to Reinstate Period | 30 days after cert term | 365 days after cert term | 90 days after cert term | Based on agreement with Program Sponsor. |
| 3A | Reapplication Wait Period | 6 months after cert term | 60 months after cert term | 24 months after cert term | Based on agreement with Program Sponsor. |
| 3A | Wait Period Waiver | 0 days before and after every 2 nd cert anniv | 90 days before and after every 10 th cert anniv | 30 days before and after every 5 th cert anniv | Based on agreement with Program Sponsor. |

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| Page # | Variable | Minimum | Maximum | Current | Rationale |
|---------------|--|----------------|----------------|------------------------------|--|
| 3B | Guaranteed Purchase Rate Tables are based on [x]% interest | 0.5% | 3.0% | 1% | Based on interest rate environment. |
| 3B | Guaranteed Purchase Rate Tables are based on...the [x] | N/A | N/A | Annuity 2000 Mortality Table | Variable to allow for future mortality tables. |
| 3B | Guaranteed Purchase Rate Table 1: Rates | N/A | N/A | As shown on schedule page | Varies with changes in interest rates and mortality table. |
| 3B | Guaranteed Purchase Rate Table 2: Rates | N/A | N/A | As shown on schedule page | Varies with changes in interest rates and mortality table. |