

SERFF Tracking Number: MWSG-125437729 State: Arkansas
Filing Company: Merrill Lynch Life Insurance Company State Tracking Number: 38190
Company Tracking Number:
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Filing at a Glance

Company: Merrill Lynch Life Insurance Company

Product Name: Individual Variable Annuity Enhancements	SERFF Tr Num: MWSG-125437729	State: ArkansasLH
TOI: A03I Individual Annuities - Deferred Variable	SERFF Status: Closed	State Tr Num: 38190
Sub-TOI: A03I.002 Flexible Premium	Co Tr Num:	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Authors: June Stracener, Dorothy Seals	Disposition Date: 04/24/2008
	Date Submitted: 02/15/2008	Disposition Status: Accepted For Informational Purposes
		Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: Individual Variable Annuity Enhancements
Project Number: ML112-5(4/08)
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Filing Status Changed: 04/24/2008
State Status Changed: 02/26/2008
Corresponding Filing Tracking Number:

Filing Description:

Each of the forms submitted for approval are intended for use with the Individual Variable Annuity Contract, form ML-VA-010, approved by your Department on August 13, 2004.

GMWB RIDER SCHEDULE – FORM ML112-5(4/08)

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: Arkansas is the domiciliary state for this Company.
Market Type: Individual
Group Market Size:
Group Market Type:
Deemer Date:

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Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Guaranteed Minimum Withdrawal Benefit (“GMWB”) Rider Schedule ML112 5(4/08) is a revision to GMWB Rider Schedule, form ML112 5(10/06), approved by your Department on August 7, 2006, for use with GMWB Rider form ML112 approved on October 5, 2005. Following approval, the revised Rider Schedule will replace form ML112 5(10/06) for use with newly issued GMWB Riders on form ML112. GMWB Rider form ML112 provides benefits for spousal Co-Owners.

Revised Rider Schedule ML112 5(4/08) is substantially similar to the previous edition but includes new and revised features in response to the needs of a changing marketplace. The issue ages for which the Rider will be available are being expanded from 55-80 to 0-86. However, any withdrawal made prior to age 55 will be treated as an Excess Withdrawal. The Roll-Up Base will accumulate until the earlier of the first withdrawal or the tenth Contract Anniversary. The Roll-Up Base will automatically be reset to the Contract Value, if greater, on each of the first ten Contract Anniversaries.

GMWB RIDER SCHEDULE – FORM ML112-5IE(4/08)

GMWB Rider Schedule, form ML112 5IE(4/08), is a second revision to Rider Schedule ML112 5(10/06) and will also be used with GMWB Rider form ML112. Following approval, the revised Rider Schedule will replace form ML112 5(10/06) for use with newly issued GMWB Riders on form ML112.

Revised Rider Schedule ML112 5IE(4/08) includes wording which provides the Optional Income Enhancement Benefit. Subject to meeting waiting and elimination period restrictions, the Optional Income Enhancement Benefit will double the Guaranteed Lifetime Amount (“GLA”) during periods of an Owner’s confinement in a Hospital or Nursing Home. Aside from the Income Enhancement Benefit language, this Rider Schedule is identical to form ML112 5(4/08).

GMWB RIDER SCHEDULE – FORM ML114-5(4/08)

GMWB Rider Schedule, form ML114 5(4/08), is a revision to Rider Schedule ML114 5(10/06), approved by your Department on August 7, 2006, for use with GMWB Rider form ML114 approved on the same date. Following approval, the revised Rider Schedule will replace form ML114 5(10/06) for use with newly issued GMWB Riders on form ML114. GMWB Rider form ML114 provides benefits for one Owner; Co-Owners are not permitted.

Revised Rider Schedule ML114 5(4/08) is substantially similar to the previous edition but includes new and revised features in response to the needs of a changing marketplace. The issue ages for which the Rider will be available are being expanded from 55-80 to 0-80. However, any withdrawal made prior to age 55 will be treated as an Excess

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Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Withdrawal. The Roll-Up Base will accumulate until the earlier of the first withdrawal or the tenth Contract Anniversary. The Roll-Up Base will automatically be reset to the Contract Value, if greater, on each of the first ten Contract Anniversaries.

GMWB RIDER SCHEDULE – FORM ML114-5IE(4/08)

GMWB Rider Schedule, form ML114 5IE(4/08), is a second revision to Rider Schedule ML114 5(10/06) and will also be used with GMWB Rider form ML114. Following approval, the revised Rider Schedule will replace form ML114 5(10/06) for use with newly issued GMWB Riders on form ML114.

Revised Rider Schedule ML114 5IE(4/08) includes wording which provides the Optional Income Enhancement Benefit. Subject to meeting waiting and elimination period restrictions, the Optional Income Enhancement Benefit will double the GLA during periods of an Owner's confinement in a Hospital or Nursing Home. Aside from the Income Enhancement Benefit language, this Rider Schedule is identical to form ML114 5(4/08).

GMIB RIDER SCHEDULE – FORM ML115-5(4/08)

Guaranteed Minimum Income Benefit Rider Schedule ("GMIB") form ML115 5(4/08), is a revision to Rider Schedule ML115 5(10/06) approved by your Department on August 16, 2006, for use with GMIB Rider form ML115 approved on the same date. Following approval, the revised Rider Schedule will replace form ML115 5(10/06) for use with newly issued GMIB Riders on form ML115.

Revised Rider Schedule ML115 5(4/08) is substantially similar to the previous edition but includes new and revised features in response to the needs of a changing marketplace. The issue ages for which the Rider will be available are being expanded from 40-70 to 40-75. The interest rate at which the Roll-Up Base accumulates is raised from 5% to 6%. Rather than require the Owner to provide an annual notification of election of the Optional Reset of the Roll Up Base, the Company will permit the Owner to make a single election which will be in effect for a number of consecutive years or until the Owner chooses to discontinue such automatic Roll-Up Base reset.

GMDB RIDER SCHEDULE – FORM ML103-5 GMIB ROP(4/08)

Guaranteed Minimum Death Benefit ("GMDB") form ML103 5 GMIB ROP(4/08), is a revision to Rider Schedule ML103 5 GMIB ROP(10/06) approved by your Department on August 16, 2006, for use with GMDB Rider form ML103 approved September 15, 2004. Following approval, the revised Rider Schedule will replace form ML103 5 GMIB ROP(10/06) for use with newly issued GMDB Riders on form ML103.

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Company Tracking Number:
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Revised Rider Schedule ML103 5 GMIB ROP(4/08) is substantially similar to the previous edition. The only change is that the “dollar-for-dollar” withdrawal limit is raised from 5% to 6% of the GMDB Base.

GMDB RIDER – FORM ML103 CMB6

GMDB Rider, form ML103 CMB6, is a new optional GMDB Rider. It may only be elected if, and at the same time as, previously approved GMIB Rider ML115 is elected. The new Rider is substantially similar to GMDB Rider ML103 but differs in that it incorporates a minimum and maximum issue age limits and places restrictions on Owners and Annuitants. These age limits and restrictions mirror those contained in GMIB Rider ML115. Additionally, this Rider includes the same Allocation Guidelines and Restrictions as GMIB Rider ML115.

GMDB RIDER SCHEDULE – FORM ML103-5 CMB6(4/08)

GMDB Rider Schedule, form ML103 5 CMB6(4/08), will be issued with Rider ML103 CMB6. It is very similar to Rider Schedule ML103 5 CMB(1/05) approved by your Department on September 15, 2004. However, this Rider Schedule incorporates the same issue age limits and restrictions on Owners and Annuitants along with the Allocation Guidelines and Restrictions discussed above for Rider ML103 CMB6, which provides the stated consistency with GMIB Rider ML115. The Roll-Up Base will accumulate at 6%. It provides a “dollar-for-dollar” GMDB Base reduction if withdrawals do not exceed the limits provided in the GMIB Rider. The Rider Schedule provides for an Optional Reset of the GMDB Roll-Up Base provided the GMIB Rider Roll-Up Base is also elected to be reset at the same time.

Material that is bracketed in each of the Rider Schedules described above is intended to be illustrative and variable. The enclosed Statements of Variability provide the parameters of the variability of the bracketed wording. The use of bracketed language will enable the Company to maintain the viability of these Rider benefits in the face of changing market conditions, competitive concerns, and industry trends. Unless otherwise specified, any revisions to bracketed language will only apply to newly issued Riders.

Please note that the Rider Schedule pages have variable page numbers. The Base Contract Schedule is contained on the first 10 schedule pages numbered 5A-5J. Rider and/or Endorsement schedule pages will follow and be numbered sequentially beginning with page 5K, 5L, 5M, etc., and continuing until the schedule pages for all Riders and/or Endorsements are printed. Because the Rider/Endorsement schedule page numbering is variable, the submitted pages show the page number as a 5 followed by a blank space where the correct alphabetic variable will automatically be inserted by the Company’s issue system.

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Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

PAYOUT RATE TABLES ML115RT(4/08) and ML115URT(4/08)

Forms ML115RT(4/08) and ML115URT(4/08) are new sex-distinct and unisex Annuity Payout Rate pages for use with GMIB Rider ML115. These new payout rate tables will replace forms ML115RT(10/06) and ML115URT(10/06), respectively, approved by your Department on August 16, 2006.

The new tables are the guaranteed minimum payout rates for use with Rider ML115. The new rates are based on more conservative actuarial assumptions resulting in slightly lower payout rates. Upon approval, the appropriate sex-distinct or unisex table will print as pages 3 and 4 of Rider ML115.

APPLICATION ML119

Application ML119 will replace Application ML116 approved by your Department on August 7, 2006. Application ML119 is substantially similar to Application ML116. Questions 11 and 12 have been revised to state the new issue age limits for the optional riders. Question 11 permits selection of an Optional Income Enhancement Benefit with the GMIB Riders, and question 12 permits the election of the new GMD B Rider using form ML103 CMB6.

A Statement of Variability is also enclosed for Application ML119 to explain the manner in which the bracketed wording may vary.

Please see attached cover letter for more information.

Company and Contact

Filing Contact Information

(This filing was made by a third party - MWSGW01)

Doak Foster, Attorney dfoster@mws gw.com
425 West Capitol Avenue (501) 688-8841 [Phone]
Little Rock, AR 72201-3525 (501) 688-8807[FAX]

Filing Company Information

Merrill Lynch Life Insurance Company CoCode: 79022 State of Domicile: Arkansas
1300 Merrill Lynch Drive Group Code: 25 Company Type: Life insurer
2nd Floor

SERFF Tracking Number: MWSG-125437729 State: Arkansas
Filing Company: Merrill Lynch Life Insurance Company State Tracking Number: 38190
Company Tracking Number:
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Pennington, NJ 08534 Group Name: State ID Number:
(609) 274-5348 ext. [Phone] FEIN Number: 91-1325756

SERFF Tracking Number: MWSG-125437729 State: Arkansas
Filing Company: Merrill Lynch Life Insurance Company State Tracking Number: 38190
Company Tracking Number:
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 per filing.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Merrill Lynch Life Insurance Company	\$50.00	02/15/2008	18011030

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 Product Name: Individual Variable Annuity Enhancements
 Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Informational Purposes	Linda Bird	04/24/2008	04/24/2008
Approved	Linda Bird	02/26/2008	02/26/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
GMDB Rider Form		Dorothy Seals	04/23/2008	04/23/2008
GMDB Rider Form		Dorothy Seals	04/23/2008	04/23/2008
Schedule				
GMIB Rider Form		Dorothy Seals	02/21/2008	02/21/2008
Schedule				
Statements of Variability	Supporting Document	Dorothy Seals	02/21/2008	02/21/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Errors on form schedule tab	Note To Filer	Linda Bird	04/23/2008	04/23/2008
Errors on Form Schedule Tab	Note To Reviewer	Dorothy Seals	04/23/2008	04/23/2008

SERFF Tracking Number: MWSG-125437729 *State:* Arkansas
Filing Company: Merrill Lynch Life Insurance Company *State Tracking Number:* 38190
Company Tracking Number:
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Disposition

Disposition Date: 04/24/2008

Implementation Date:

Status: Accepted For Informational Purposes

Comment: Company has corrected form number from ML103-5 to ML103-5 CMB6(4/08) and form type for form ML103 CMB6 from POL to POLA.

Rate data does NOT apply to filing.

SERFF Tracking Number: MWSG-125437729 State: Arkansas
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 Company Tracking Number:
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Individual Variable Annuity Enhancements
 Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Authorization Letter		Yes
Supporting Document (revised)	Statements of Variability		Yes
Supporting Document	Statements of Variability		Yes
Supporting Document	Cover Letter		Yes
Form	GMWB Rider Schedule		Yes
Form	GMWB Rider Schedule		Yes
Form	GMWB Rider Schedule		Yes
Form	GMWB Rider Schedule		Yes
Form (revised)	GMIB Rider Schedule		Yes
Form	GMIB Rider Schedule		Yes
Form	GMDB Rider Schedule		Yes
Form (revised)	GMDB Rider		Yes
Form	GMDB Rider		Yes
Form (revised)	GMDB Rider Schedule		Yes
Form	GMDB Rider Schedule		Yes
Form	Annuity Option Payout Rate Tables		Yes
Form	Annuity Option Payout Rate Tables		Yes
Form	Application		Yes

SERFF Tracking Number: MWSG-125437729 *State:* Arkansas
Filing Company: Merrill Lynch Life Insurance Company *State Tracking Number:* 38190
Company Tracking Number:
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Disposition

Disposition Date: 02/26/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MWSG-125437729 State: Arkansas
 Filing Company: Merrill Lynch Life Insurance Company State Tracking Number: 38190
 Company Tracking Number:
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Individual Variable Annuity Enhancements
 Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Authorization Letter		Yes
Supporting Document (revised)	Statements of Variability		Yes
Supporting Document	Statements of Variability		Yes
Supporting Document	Cover Letter		Yes
Form	GMWB Rider Schedule		Yes
Form	GMWB Rider Schedule		Yes
Form	GMWB Rider Schedule		Yes
Form	GMWB Rider Schedule		Yes
Form (revised)	GMIB Rider Schedule		Yes
Form	GMIB Rider Schedule		Yes
Form	GMDB Rider Schedule		Yes
Form (revised)	GMDB Rider		Yes
Form	GMDB Rider		Yes
Form (revised)	GMDB Rider Schedule		Yes
Form	GMDB Rider Schedule		Yes
Form	Annuity Option Payout Rate Tables		Yes
Form	Annuity Option Payout Rate Tables		Yes
Form	Application		Yes

SERFF Tracking Number: MWSG-125437729 State: Arkansas
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Amendment Letter

Amendment Date:
 Submitted Date: 04/23/2008

Comments:

For informational purposes only: The noted form number was changed from ML103-5 to ML103-5 CMB6(4/08). Additionally the form type for form ML103 CMB6 was changed from POL to POLA. No changes were made to the previously approved forms; all forms were filed with the correct for number and description.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
ML103 CMB6	Policy/Contr act/Fraternal Certificate: Amendment, Insert Page, Endorsemen t or Rider	GMDB Rider Initial					0	ML103 CMB6 GMDB Rider subm 2-1-08.pdf

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
ML103-5 CMB6(4/08)	Schedule Pages	GMDB Rider Initial Schedule					0	ML103-5 COMBO MAV- 6% Roll-Up GMDB Sch Pg for subm 2-1-08.pdf

SERFF Tracking Number: MWSG-125437729 State: Arkansas
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Note To Filer

Created By:

Linda Bird on 04/23/2008 03:51 PM

Subject:

Errors on form schedule tab

Comments:

Filing re-opened in order for corrections to be made.

SERFF Tracking Number: MWSG-125437729 State: Arkansas
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TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
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Note To Reviewer

Created By:

Dorothy Seals on 04/23/2008 02:57 PM

Subject:

Errors on Form Schedule Tab

Comments:

Two minor errors were made on the Form Schedule Tab when submitting this filing. First, the Form Number ML103-5 should have been listed as ML103-5 CMB6(4/08). The Form itself was labeled with the correct number, and the cover noted the correct form number. This error was only made to the Form Number List on SERFF.

Secondly Form ML103 CMB6 should have been filed as a POLA rather than a POL.

Please advise on what steps are necessary to correct these errors. Thank you for your assistance.

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 Product Name: Individual Variable Annuity Enhancements
 Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Amendment Letter

Amendment Date:
 Submitted Date: 02/21/2008

Comments:

Please discontinue the review of pending Rider Schedule, form ML115-5(4/08), and the related Statement of Variability as submitted in the company's submission dated 2/15/2008, and instead consider the attached revised forms in substitution for those previously submitted.

The attached revised Rider Schedule, form ML115-5(4/08), is substantially identical to the original form, but contains revised wording in the Optional Reset provision and a related required change in the GMIB Roll-Up Base provision. The Statement of Variability for Rider Schedule ML115-5(4/08) is revised to include an explanation for the added bracketed wording in the Optional Reset provision.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
ML115-5(4/08)	Schedule Pages	GMIB Rider Schedule	Initial				0	ML115-5 GMIB GOLD EXTRA V2 Sch Pg subm w rev OPT RESET 2-21-08.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Statements of Variability

- Comment:
 Statement of Variability ML112-5(4-08).pdf
 Statement of Variability ML112-5IE(4-08).pdf
 Statement of Variability ML114-5.pdf
 Statement Of Variability ML114-5IE.pdf
 Statement of Variability ML103-5 GMIB ROP (4-08).pdf

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Company Tracking Number:
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)
Statement of Variability ML103 CMB6 and ML103-5 CMB6(4-08).pdf
Statement of Variability ML119.pdf
Statement Of Variability GMIB GOLD Extra ML115 4-2008 subm rev 2-21-08.pdf

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 Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Form Schedule

Lead Form Number: ML112-5(4/08)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ML112-5(4/08)	Schedule Pages	GMWB Rider Schedule	Initial		0	ML112-5 GMWB GIF2 V5 Sch Pg subm 2-1-08.pdf
	ML112-5IE(4/08)	Schedule Pages	GMWB Rider Schedule	Initial		0	ML112-5IE GMWB GIF2 V5 Sch Pg subm 2-1-08.pdf
	ML114-5(4/08)	Schedule Pages	GMWB Rider Schedule	Initial		0	ML114-5 GMWB GIF1 V3 Sch Pg subm 2-1-08.pdf
	ML114-5IE(4/08)	Schedule Pages	GMWB Rider Schedule	Initial		0	ML114-5IE GMWB GIF1 V3 Sch Pg subm 2-1-08.pdf
	ML115-5(4/08)	Schedule Pages	GMIB Rider Schedule	Initial		0	ML115-5 GMIB GOLD EXTRA V2 Sch Pg subm w rev OPT RESET 2-21-08.pdf
	ML103-5 GMIB ROP(4/08)	Schedule Pages	GMDB Rider Schedule	Initial		0	ML103-5 GMIB ROP Sch Pg for IB subm 2-1-08.pdf

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ML103 CMB6	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	GMDB Rider	Initial	0	ML103 CMB6 GMDB Rider subm 2-1- 08.pdf
ML103-5 CMB6(4/08)	Schedule Pages	GMDB Rider Schedule	Initial	0	ML103-5 COMBO MAV- 6% Roll-Up GMDB Sch Pg for subm 2-1-08.pdf
ML115RT(4 /08)	Other	Annuity Option Payout Rate Tables	Initial	0	ML115RT - GMIB sex distinct payout rates 4-2008.pdf
ML115URT (4/08)	Other	Annuity Option Payout Rate Tables	Initial	0	ML115URT - GMIB unisex payout rates 4-2008.pdf
ML119	Application/ Enrollment Form	Application	Initial	0	Application ML119.pdf

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE

GMWB Effective Date: [May 1, 2008]

Minimum Age for GMWB Rider: [00]

Maximum Age for GMWB Rider: [80]

Allowable GMWB Cancellation Dates: each [5th] Contract Anniversary, provided We receive written notification at Our Service Center no earlier than [90] days but at least [3] days prior to such GMWB Cancellation Date.

Allowable GMWB Addition Dates: each [5th] Contract Anniversary, provided We receive written notification at Our Service Center no earlier than [90] days but at least [3] days prior to such GMWB Addition Date.

Restrictions on Owners:

[Only spouses may be Co-Owners. If there are Co-Owners, they also must be Joint Annuitants.]

Restrictions on Annuitants:

[If the Owner is an individual natural person, then the Annuitant must be the Owner. Only spouses may be Joint Annuitants. If there are Joint Annuitants, they also must be Co-Owners.]

Waiver of Contract Provisions:

The following Contract Provisions are waived while this Rider is in effect:

- [(1)] [the Inactive Contract provision in the General Provisions section of the Base Contract; and]
- [(2)] [the Minimum Surrender Value after a partial withdrawal requirement in the **Withdrawals** section of the Contract Schedule, except if You request a withdrawal resulting in an Excess Withdrawal (as described in the **GMWB Base** section of the GMWB Rider Schedule).]

Allocation Guidelines and Restrictions:

[Unless You agree to participate in another investment program which We may make available to satisfy the Allocation Guidelines and Restrictions, You must participate in a [quarterly] Rebalancing Program and provide Us with written instructions that comply with the following:

- (1) You must allocate at least [40%], but not more than [70%] of Your total allocations among [subaccounts] in the following Investment Categories:
 - [Large Cap]
 - [Mid Cap]
 - [Small Cap]
 - [International]
- (2) You must allocate no more than [40%] of Your total allocations among the following Investment Categories:
 - [Small Cap]
 - [International]
 - [Alternative]
 - [Money Market]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

- (3) You must allocate the remaining amounts among the other Investment Categories so Your total allocations equal 100%.
- (4) You must choose a periodic Rebalancing Date [from the 1st through the 28th day of the month].
- (5) You must schedule Your first Rebalancing Date to begin within [95] days from the GMWB Effective Date.
- (6) You agree to furnish new allocation instructions that comply with (1) – (3) above prior to any future closure or elimination of a [subaccount] in which You are invested.

You may request to change Your instructions while this Rider is in effect provided that each request complies with (1) – (4) above.

On a GMWB Addition Date and on each [quarterly] Rebalancing Date thereafter, We automatically reallocate Your [Account Value] to maintain the percentage allocation among the [subaccounts] that You have selected.

You must allocate any additional Premiums in accordance with the [subaccounts] and percentages You have selected.

You may request to transfer among [subaccounts] while this Rider is in effect provided that each request results in an allocation of Your [Account Value] that complies with (1) and (2) above as of the end of the last Valuation Period immediately preceding receipt of Your request.

Only pro-rata withdrawal requests affecting all [subaccounts] in which You are invested will be accepted while this Rider is in effect.

[We reserve the right to impose additional limitations on Your ability to allocate to or make transfers involving designated [subaccounts] which may be made available in the future.]]

Lifetime Income Percentage:

The initial Lifetime Income Percentage set forth below is based upon the age of the Owner (or the younger Owner if there are Co-Owners) on the date of the first withdrawal on or after the GMWB Effective Date.

<u>Age of (Younger) Owner when first withdrawal is taken on or after GMWB Effective Date</u>	<u>Lifetime Income Percentage</u>
[00 – 54]	[0.0%]
[55 – 59]	[4.0%]
[60 – 69]	[5.0%]
[70 - 79]	[6.0%]
[80+]	[7.0%]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

[If the first withdrawal occurs within [5] years of the GMWB Effective Date, the applicable Lifetime Income Percentage will be reduced by [1%.]

[The Lifetime Income Percentage will be automatically redetermined on [each] Contract Anniversary following the first withdrawal if the GMWB Base is reset to a higher value on that Anniversary.]

If the first withdrawal occurs prior to the younger Owner's age [55], the Lifetime Income Percentage will be automatically redetermined on the Contract Anniversary on or following the younger Owner's [55th] birthday.

The Lifetime Income Percentage will be redetermined on the effective date of a change of Owner acceptable to Us, in accordance with the percentages then in effect.

GMWB Base:

The GMWB Base is used solely to determine the Guaranteed Lifetime Amount (GLA) and the GMWB Charge. The GMWB Base does not establish or guarantee an Account Value, Surrender Value, minimum Death Benefit or minimum return for any investment option.

(1) On the GMWB Effective Date:

If the GMWB Effective Date is the Contract Date, the **GMWB Base** is the Initial Premium [plus any Additional Premium received prior to the earlier of the first withdrawal and the first Quarterversary following the Contract Date]. If the GMWB Effective Date is not the Contract Date, the GMWB Base is the [Contract Value] on the GMWB Effective Date.

(2) Prior to the first withdrawal after the GMWB Effective Date:

The **GMWB Base** is equal to [the greater of] the GMWB Maximum Anniversary Value (MAV) Base [and the GMWB Roll-Up Base].

[(a)] **GMWB MAV Base:** The GMWB MAV Base is equal to the greatest of the Anniversary Values. An Anniversary Value is equal to the sum of (i) plus (ii) where:

- (i) is the GMWB Base on the GMWB Effective Date and, on each Contract Anniversary thereafter, is the [highest] Contract Value on such Anniversary [or on any of the preceding eleven Monthaversaries]; and
- (ii) is the sum of all Additional Premiums received following the date of the highest Contract Value used in the last Anniversary Value calculation [(other than any Additional Premium received prior to the first Quarterversary following the Contract Date)].

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthiversary for purposes of calculating Monthiversary Values.]

[In any Contract Year in which there is a change of Owner (other than as the result of either the removal of an Owner or exercise of the Spousal Beneficiary Continuation Option), only the Contract Value on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Anniversary Value calculation.]

We will calculate an Anniversary Value on the GMWB Effective Date and on each Contract Anniversary thereafter.

[(b)] [GMWB Roll-Up Base: The GMWB Roll-Up Base is equal to the sum of (i) plus (ii) where:

- (i) is the GMWB Base on the later of the GMWB Effective Date or the date of the most recent Automatic Roll-Up Reset with interest compounded daily at an annual rate of [5]%; and
- (ii) is the sum of all Additional Premiums [(other than any Additional Premium received prior to the first Quarterversary following the Contract Date)] since the later of the GMWB Effective Date or the date of the most recent Automatic Roll-Up Reset with interest compounded daily from the effective date of each Additional Premium payment at an annual rate of [5]%.]

For purposes of compounding interest in GMWB Roll-Up Base, such interest shall accrue until the earlier of the GMWB Roll-Up Base Limitation Date or the date of GMWB Settlement. No interest shall accrue thereafter.

The **GMWB Roll-Up Base Limitation Date** is the earlier of:

- (i) the date of Your first withdrawal after the GMWB Effective Date; or
- (ii) the [10th] Contract Anniversary following the GMWB Effective Date.

[Automatic Roll-Up Reset: On each of the first [10] Contract Anniversaries after the GMWB Effective Date and prior to Your first withdrawal, We will reset the GMWB Roll-Up Base to equal the greater of the current GMWB Roll-Up Base, or the GMWB MAV Base on such Contract Anniversary.]]

(3) On and after the first withdrawal after the GMWB Effective Date:

- (a) When the cumulative withdrawals during the Contract Year, including the most recent withdrawal, are not in excess of the GLA, the **GMWB Base** will equal the GMWB Base immediately prior to such withdrawal.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

- (b) When an Excess Withdrawal applies during the Contract Year, the GMWB Base will equal the lesser of:
- (i) the GMWB Base immediately prior to such withdrawal less the Adjusted Excess Withdrawal; or
 - (ii) the [Account Value] after the withdrawal.

Excess Withdrawal:

- (1) If cumulative withdrawals in a Contract Year have already exceeded the GLA in effect at the time of a withdrawal request, then the entire amount of that withdrawal is an Excess Withdrawal.
- (2) If a withdrawal causes the total amount withdrawn during a Contract Year to exceed the GLA in effect at the time of the withdrawal request, then the amount that the cumulative withdrawals are in excess of the GLA is an Excess Withdrawal.

Adjusted Excess Withdrawal: An Adjusted Excess Withdrawal is equal to the Excess Withdrawal multiplied by an adjustment factor. The adjustment factor is calculated by dividing the GMWB Base by the [Account Value], where both values are determined just prior to such Excess Withdrawal.

[Required Minimum Distribution (RMD): If You are required to take withdrawals from Your Contract to satisfy the RMD rules under Section 401(a)(9) of the Internal Revenue Code You must notify Us in writing.

If We receive such written notification and if We determine that the RMD for Your Contract is greater than Your GLA, then any reduction to the GMWB Base will be limited as follows:

- (1) Notwithstanding section (3)(b) above, if cumulative withdrawals for that Contract Year, including the requested withdrawal, do not exceed the RMD for Your Contract, then the GMWB Base will not be reduced.
- (2) If a withdrawal causes cumulative withdrawals for that Contract Year to exceed the RMD for Your Contract, then the Excess Withdrawal will equal the amount by which cumulative withdrawals are in excess of the RMD.]

[Automatic Step-Up: On [each] Contract Anniversary after the first withdrawal [and prior to the [20th] Contract Anniversary following the GMWB Effective Date], if the Contract Value, [or the highest of the previous eleven Monthaversary values,] is greater than the GMWB Base, the GMWB Base will be increased to equal such greater value.] [In any Contract Year in which there is an Excess Withdrawal or a change of Owner (other than as the result of either the removal of an Owner or exercise of the Spousal Beneficiary Continuation Option), only the Contract Value on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Automatic Step-Up calculation.]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

GMWB Settlement:

On any date the Account Value is reduced to zero, the following will occur:

- (1) any remaining GLA not yet withdrawn in the current Contract Year will be paid in a lump sum in accordance with applicable legal requirements; and
- (2) an Annuity Date no earlier than the [next Contract Anniversary] will be established and [monthly] annuity payments equal to the GLA divided by [12], payable until the death of the Annuitant, or second Annuitant, if any, will start on that date; and
- (3) all riders attached to the Base Contract will terminate.

Different payment intervals or other lifetime annuity payments acceptable to Us may be used, but will result in an actuarially equivalent annuity payment.

Change of Owner:

If there is a change of Owner or an assignment (in states where applicable) of this Contract, this Rider will terminate unless the Owner is changed under any of the circumstances described below:

- [(1)] [a spouse of the current Owner is added as an Owner and was neither younger than the Minimum Age for GMWB Rider nor older than the Maximum Age for GMWB Rider on the effective date of the change of Owner; or]
- [(2)] [a spouse of the current Owner is removed as an Owner; or]
- [(3)] [as the result of the creation or termination of a trust, the life (or lives) upon which GLA payments under this Rider are based has not changed; or]
- [(4)] [an Eligible Spousal Beneficiary becomes the Owner while this Rider is still available and was not younger than the Minimum Age for GMWB Rider on the [Spousal Continuation Date].]

If this Rider continues in effect following a change of Owner (other than as the result of either the removal of an Owner or the Spousal Beneficiary Continuation Option), the GMWB Base will be reset to the Account Value, if lower, on the effective date of the Owner change.

Spousal Continuation:

If the Spousal Beneficiary Continuation Option is elected or is automatically applied and this Rider is still available, [the GMWB Base will be reset to equal the greater of the Contract Value and the GMWB Base on the Spousal Continuation Date].

Subject to the terms and conditions in effect at the time, the Lifetime Income Percentage will be based on the age of the spouse on the [Spousal Continuation Date].

Waiver of Surrender Charge:

Any Surrender Charge that would otherwise apply to the portion of a withdrawal that is not an Excess Withdrawal will be waived.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

Premium Limitation:

[No Additional Premiums can be paid on or after the date You make Your first withdrawal on or after the GMWB Effective Date.]

Benefit Available on Maturity Date:

The Benefit Available on Maturity Date will provide [monthly] annuity payments equal to the GLA divided by [12] until the death of the Annuitant, or second Annuitant, if any.

We must receive written notification of Your election of such Benefit Available on Maturity Date no earlier than [90] days but at least [3] days prior to the Maturity Date.

Different payment intervals or other lifetime annuity payments acceptable to Us may be used, but will result in an actuarially equivalent annuity payment.

GMWB Charge:

	<u>Current</u>	<u>Maximum</u>
GMWB Charge Percentage	[0.85% annually]	[1.50% annually]

[The GMWB Charge is calculated on each Monthaversary as follows:

- (1) the GMWB Base is determined on the Monthaversary;
- (2) that amount is multiplied by the current GMWB Charge Percentage;
- (3) the resulting amount is divided by 12.]

The sum of the GMWB Charges calculated on each of the three preceding Monthaversaries is deducted from the Contract Value on each Quarterversary.

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthaversary or Quarterversary for purposes of calculating and deducting GMWB Charges.]

If the GMWB Rider is terminated other than on a Quarterversary, We will deduct from the Contract Value the [pro-rata portion of any GMWB Charges calculated on any prior Monthaversary but not yet collected.]

[The GMWB Charge is deducted from each [subaccount] in the ratio of Your interest in each [subaccount] to Your [Account Value] on the date the charge is collected.]

The [Contract Value and] Surrender Value [are] reduced by any GMWB Charges calculated but not yet collected.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE

GMWB Effective Date: [May 1, 2008]

Minimum Age for GMWB Rider: [00]

Maximum Age for GMWB Rider: [80]

Allowable GMWB Cancellation Dates: each [5th] Contract Anniversary, provided We receive written notification at Our Service Center no earlier than [90] days but at least [3] days prior to such GMWB Cancellation Date.

Allowable GMWB Addition Dates: each [5th] Contract Anniversary, provided We receive written notification at Our Service Center no earlier than [90] days but at least [3] days prior to such GMWB Addition Date.

Restrictions on Owners:
[Only spouses may be Co-Owners. If there are Co-Owners, they also must be Joint Annuitants.]

Restrictions on Annuitants:
[If the Owner is an individual natural person, then the Annuitant must be the Owner. Only spouses may be Joint Annuitants. If there are Joint Annuitants, they also must be Co-Owners.]

Waiver of Contract Provisions:

The following Contract Provisions are waived while this Rider is in effect:

- [(1)] [the Inactive Contract provision in the General Provisions section of the Base Contract; and]
- [(2)] [the Minimum Surrender Value after a partial withdrawal requirement in the **Withdrawals** section of the Contract Schedule, except if You request a withdrawal resulting in an Excess Withdrawal (as described in the **GMWB Base** section of the GMWB Rider Schedule).]

Allocation Guidelines and Restrictions:

[Unless You agree to participate in another investment program which We may make available to satisfy the Allocation Guidelines and Restrictions, You must participate in a [quarterly] Rebalancing Program and provide Us with written instructions that comply with the following:

- (1) You must allocate at least [40%], but not more than [70%] of Your total allocations among [subaccounts] in the following Investment Categories:
 - [Large Cap]
 - [Mid Cap]
 - [Small Cap]
 - [International]
- (2) You must allocate no more than [40%] of Your total allocations among the following Investment Categories:
 - [Small Cap]
 - [International]
 - [Alternative]
 - [Money Market]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

- (3) You must allocate the remaining amounts among the other Investment Categories so Your total allocations equal 100%.
- (4) You must choose a periodic Rebalancing Date [from the 1st through the 28th day of the month].
- (5) You must schedule Your first Rebalancing Date to begin within [95] days from the GMWB Effective Date.
- (6) You agree to furnish new allocation instructions that comply with (1) – (3) above prior to any future closure or elimination of a [subaccount] in which You are invested.

You may request to change Your instructions while this Rider is in effect provided that each request complies with (1) – (4) above.

On a GMWB Addition Date and on each [quarterly] Rebalancing Date thereafter, We automatically reallocate Your [Account Value] to maintain the percentage allocation among the [subaccounts] that You have selected.

You must allocate any additional Premiums in accordance with the [subaccounts] and percentages You have selected.

You may request to transfer among [subaccounts] while this Rider is in effect provided that each request results in an allocation of Your [Account Value] that complies with (1) and (2) above as of the end of the last Valuation Period immediately preceding receipt of Your request.

Only pro-rata withdrawal requests affecting all [subaccounts] in which You are invested will be accepted while this Rider is in effect.

[We reserve the right to impose additional limitations on Your ability to allocate to or make transfers involving designated [subaccounts] which may be made available in the future.]]

Lifetime Income Percentage:

The initial Lifetime Income Percentage set forth below is based upon the age of the Owner (or the younger Owner if there are Co-Owners) on the date of the first withdrawal on or after the GMWB Effective Date.

<u>Age of (Younger) Owner when first withdrawal is taken on or after GMWB Effective Date</u>	<u>Lifetime Income Percentage</u>
[00 – 54]	[0.0%]
[55 – 59]	[4.0%]
[60 – 69]	[5.0%]
[70 - 79]	[6.0%]
[80+]	[7.0%]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

[If the first withdrawal occurs within [5] years of the GMWB Effective Date, the applicable Lifetime Income Percentage will be reduced by [1%.]

[The Lifetime Income Percentage will be automatically redetermined on [each] Contract Anniversary following the first withdrawal if the GMWB Base is reset to a higher value on that Anniversary.]

If the first withdrawal occurs prior to the younger Owner's age [55], the Lifetime Income Percentage will be automatically redetermined on the Contract Anniversary on or following the younger Owner's [55th] birthday.

The Lifetime Income Percentage will be redetermined on the effective date of a change of Owner acceptable to Us, in accordance with the percentages then in effect.

GMWB Base:

The GMWB Base is used solely to determine the Guaranteed Lifetime Amount (GLA) and the GMWB Charge. The GMWB Base does not establish or guarantee an Account Value, Surrender Value, minimum Death Benefit or minimum return for any investment option.

(1) On the GMWB Effective Date:

If the GMWB Effective Date is the Contract Date, the **GMWB Base** is the Initial Premium [plus any Additional Premium received prior to the earlier of the first withdrawal and the first Quarterversary following the Contract Date]. If the GMWB Effective Date is not the Contract Date, the GMWB Base is the [Contract Value] on the GMWB Effective Date.

(2) Prior to the first withdrawal after the GMWB Effective Date:

The **GMWB Base** is equal to [the greater of] the GMWB Maximum Anniversary Value (MAV) Base [and the GMWB Roll-Up Base].

[(a)] **GMWB MAV Base:** The GMWB MAV Base is equal to the greatest of the Anniversary Values. An Anniversary Value is equal to the sum of (i) plus (ii) where:

- (i) is the GMWB Base on the GMWB Effective Date and, on each Contract Anniversary thereafter, is the [highest] Contract Value on such Anniversary [or on any of the preceding eleven Monthaversaries]; and
- (ii) is the sum of all Additional Premiums received following the date of the highest Contract Value used in the last Anniversary Value calculation [(other than any Additional Premium received prior to the first Quarterversary following the Contract Date)].

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthiversary for purposes of calculating Monthiversary Values.]

[In any Contract Year in which there is a change of Owner (other than as the result of either the removal of an Owner or exercise of the Spousal Beneficiary Continuation Option), only the Contract Value on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Anniversary Value calculation.]

We will calculate an Anniversary Value on the GMWB Effective Date and on each Contract Anniversary thereafter.

[(b)] [GMWB Roll-Up Base: The GMWB Roll-Up Base is equal to the sum of (i) plus (ii) where:

- (i) is the GMWB Base on the later of the GMWB Effective Date or the date of the most recent Automatic Roll-Up Reset with interest compounded daily at an annual rate of [5]%; and
- (ii) is the sum of all Additional Premiums [(other than any Additional Premium received prior to the first Quarterversary following the Contract Date)] since the later of the GMWB Effective Date or the date of the most recent Automatic Roll-Up Reset with interest compounded daily from the effective date of each Additional Premium payment at an annual rate of [5]%.]

For purposes of compounding interest in GMWB Roll-Up Base, such interest shall accrue until the earlier of the GMWB Roll-Up Base Limitation Date or the date of GMWB Settlement. No interest shall accrue thereafter.

The **GMWB Roll-Up Base Limitation Date** is the earlier of:

- (i) the date of Your first withdrawal after the GMWB Effective Date; or
- (ii) the [10th] Contract Anniversary following the GMWB Effective Date.

[Automatic Roll-Up Reset: On each of the first [10] Contract Anniversaries after the GMWB Effective Date and prior to Your first withdrawal, We will reset the GMWB Roll-Up Base to equal the greater of the current GMWB Roll-Up Base, or the GMWB MAV Base on such Contract Anniversary.]]

(3) On and after the first withdrawal after the GMWB Effective Date:

- (a) When the cumulative withdrawals during the Contract Year, including the most recent withdrawal, are not in excess of the GLA, the **GMWB Base** will equal the GMWB Base immediately prior to such withdrawal.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

- (b) When an Excess Withdrawal applies during the Contract Year, the GMWB Base will equal the lesser of:
- (i) the GMWB Base immediately prior to such withdrawal less the Adjusted Excess Withdrawal; or
 - (ii) the [Account Value] after the withdrawal.

Excess Withdrawal:

- (1) If cumulative withdrawals in a Contract Year have already exceeded the GLA in effect at the time of a withdrawal request, then the entire amount of that withdrawal is an Excess Withdrawal.
- (2) If a withdrawal causes the total amount withdrawn during a Contract Year to exceed the GLA in effect at the time of the withdrawal request, then the amount that the cumulative withdrawals are in excess of the GLA is an Excess Withdrawal.

Adjusted Excess Withdrawal: An Adjusted Excess Withdrawal is equal to the Excess Withdrawal multiplied by an adjustment factor. The adjustment factor is calculated by dividing the GMWB Base by the [Account Value], where both values are determined just prior to such Excess Withdrawal.

[Required Minimum Distribution (RMD): If You are required to take withdrawals from Your Contract to satisfy the RMD rules under Section 401(a)(9) of the Internal Revenue Code You must notify Us in writing.

If We receive such written notification and if We determine that the RMD for Your Contract is greater than Your GLA, then any reduction to the GMWB Base will be limited as follows:

- (1) Notwithstanding section (3)(b) above, if cumulative withdrawals for that Contract Year, including the requested withdrawal, do not exceed the RMD for Your Contract, then the GMWB Base will not be reduced.
- (2) If a withdrawal causes cumulative withdrawals for that Contract Year to exceed the RMD for Your Contract, then the Excess Withdrawal will equal the amount by which cumulative withdrawals are in excess of the RMD.]

[Automatic Step-Up: On [each] Contract Anniversary after the first withdrawal [and prior to the [20th] Contract Anniversary following the GMWB Effective Date], if the Contract Value, [or the highest of the previous eleven Monthaversary values,] is greater than the GMWB Base, the GMWB Base will be increased to equal such greater value.] [In any Contract Year in which there is an Excess Withdrawal or a change of Owner (other than as the result of either the removal of an Owner or exercise of the Spousal Beneficiary Continuation Option), only the Contract Value on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Automatic Step-Up calculation.]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

GMWB Settlement:

On any date the Account Value is reduced to zero, the following will occur:

- (1) any remaining GLA not yet withdrawn in the current Contract Year will be paid in a lump sum in accordance with applicable legal requirements; and
- (2) an Annuity Date no earlier than the [next Contract Anniversary] will be established and [monthly] annuity payments equal to the GLA divided by [12], payable until the death of the Annuitant, or second Annuitant, if any, will start on that date; and
- (3) all riders attached to the Base Contract will terminate.

Different payment intervals or other lifetime annuity payments acceptable to Us may be used, but will result in an actuarially equivalent annuity payment.

Change of Owner:

If there is a change of Owner or an assignment (in states where applicable) of this Contract, this Rider will terminate unless the Owner is changed under any of the circumstances described below:

- [(1)] [a spouse of the current Owner is added as an Owner and was neither younger than the Minimum Age for GMWB Rider nor older than the Maximum Age for GMWB Rider on the effective date of the change of Owner; or]
- [(2)] [a spouse of the current Owner is removed as an Owner; or]
- [(3)] [as the result of the creation or termination of a trust, the life (or lives) upon which GLA payments under this Rider are based has not changed; or]
- [(4)] [an Eligible Spousal Beneficiary becomes the Owner while this Rider is still available and was not younger than the Minimum Age for GMWB Rider on the [Spousal Continuation Date].]

If this Rider continues in effect following a change of Owner (other than as the result of either the removal of an Owner or the Spousal Beneficiary Continuation Option), the GMWB Base will be reset to the Account Value, if lower, on the effective date of the Owner change.

Spousal Continuation:

If the Spousal Beneficiary Continuation Option is elected or is automatically applied and this Rider is still available, [the GMWB Base will be reset to equal the greater of the Contract Value and the GMWB Base on the Spousal Continuation Date].

Subject to the terms and conditions in effect at the time, the Lifetime Income Percentage will be based on the age of the spouse on the [Spousal Continuation Date].

Waiver of Surrender Charge:

Any Surrender Charge that would otherwise apply to the portion of a withdrawal that is not an Excess Withdrawal will be waived.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

Premium Limitation:

[No Additional Premiums can be paid on or after the date You make Your first withdrawal on or after the GMWB Effective Date.]

Benefit Available on Maturity Date:

The Benefit Available on Maturity Date will provide [monthly] annuity payments equal to the GLA divided by [12] until the death of the Annuitant, or second Annuitant, if any.

We must receive written notification of Your election of such Benefit Available on Maturity Date no earlier than [90] days but at least [3] days prior to the Maturity Date.

Different payment intervals or other lifetime annuity payments acceptable to Us may be used, but will result in an actuarially equivalent annuity payment.

Income Enhancement Benefit:

Definitions applicable to this Benefit:

Elimination Period: [180] days within the last [365] days.

Hospital: An institution which: 1) is operated pursuant to the laws of the jurisdiction in which it is located; and 2) operates primarily for the care and treatment of sick and injured persons on an inpatient basis; and 3) provides 24-hour nursing service by or under the supervision of registered graduate professional nurses; and 4) is supervised by a staff of one or more licensed Physicians; and 5) has medical, surgical and diagnostic facilities or access to such facilities.

Medical Necessity: Confinement prescribed by a Physician based on the individual's inability to sustain himself or herself outside of a Hospital or Nursing Facility due to physical or cognitive ailments.

Nursing Facility: A facility, or that part of a facility, which: 1) is licensed to operate pursuant to the laws and regulations of the state in which it is located as a Nursing Facility or an Alzheimer's disease facility; and 2) provides care prescribed by a Physician and performed or supervised by a registered graduate nurse, in addition to room and board accommodations, 24-hour nursing services, 7 days a week by an on-site Registered Nurse and related services on a continuing inpatient basis; and 3) has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one Physician; and 4) maintains a clinical record of each patient.

A Nursing Facility may be either a freestanding facility or a distinct part of a facility such as a ward, wing, unit, or swing bed of a Hospital or other institution. If the facility complex to which an insured person is confined consists of wards, wings, floors, units, or swing-beds, the area of the facility in which such insured person is confined must be licensed as a Nursing Facility and the insured person's assigned bed must be included as a part of such license.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

The term "Nursing Facility" does not include, for example: 1) a hospital (except as provided above); 2) a rehabilitation hospital; 3) a place which is primarily for treatment of mental or nervous disorders, drug addiction, or alcoholism; 4) a home for the aged; 5) a rest home, community living center, or a place that provides domestic, resident, retirement or educational care; 6) assisted living facilities; 7) personal care homes; 8) residential care facilities; 9) adult foster care facilities; 10) congregate care facilities; 11) family and group assisted living facilities; 12) personal care boarding homes; 13) domiciliary care homes; 14) basic care facilities; or 15) similar facilities.

Physician: A Doctor of Medicine or Doctor of Osteopathy, who is licensed as such and is operating within the scope of the license.

Waiting Period: [12] months from the GMWB Effective Date.

If either the Owner or Co-Owner is confined, due to a medical necessity, in a Hospital or Nursing Facility and has been so confined for the Elimination Period, benefits from this Income Enhancement Benefit are available provided that the Waiting Period requirement has been satisfied. The Elimination Period and Waiting Period do not need to occur consecutively. The Income Enhancement Benefit provides an increase to the Lifetime Income Percentage (as described in the **Lifetime Income Percentage** provision above), until the qualifying person or persons are no longer confined as described above. The increase in the Lifetime Income Percentage provided by this Benefit will be as follows:

Age at First Withdrawal [55+]	Income Enhancement Benefit Increase Percentage [100]%
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As an example of the Income Enhancement Benefit, assume that the first withdrawal under this rider was taken at age 72 and the applicable Lifetime Income Percentage is [6.0]%. If the qualification conditions for this Benefit are met at any later date, then the Lifetime Income Percentage will be increased by the Income Enhancement Benefit Increase Percentage applicable for age 72. The applicable age is based on the first withdrawal of any amount from the Contract Value under the this Rider, and is not based on any withdrawal under the Income Enhancement Benefit, unless that withdrawal is also the first withdrawal of any Contract Value under the Rider.

If the Income Enhancement Benefit Increase Percentage for attained age 72 is [100]%, then the Income Enhancement Benefit provides an additional [6.0]% to the Lifetime Income Percentage resulting in a total Lifetime Income Percentage of [12.0]% while the Income Enhancement Benefit continues to be available. We will require confirmation of confinement while benefits are being received. Confirmation of confinement must be deemed satisfactory to Us. Confirmation of confinement may be a statement from a Physician or a Hospital or Nursing Facility administrator and any other information deemed necessary by Us to confirm confinement. When confinement has ceased, the Lifetime Income Percentage will be as indicated in the **Lifetime Income Percentage** provision. If confinement ceases, the Owner or Co-Owner may re-qualify by again satisfying the Elimination Period requirement.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

Note that the potential increase to the Lifetime Income Percentage under the Income Enhancement Benefit will **not** change the GLA used in the administration of the **Required Minimum Distribution (RMD)** provision described above.

GMWB Charge:

	<u>Current</u>	<u>Maximum</u>
GMWB Charge Percentage	[1.15% annually]	[2.00% annually]

[The GMWB Charge is calculated on each Monthiversary as follows:

- (1) the GMWB Base is determined on the Monthiversary;
- (2) that amount is multiplied by the current GMWB Charge Percentage;
- (3) the resulting amount is divided by 12.]

The sum of the GMWB Charges calculated on each of the three preceding Monthaversaries is deducted from the Contract Value on each Quarterversary.

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthaversary or Quarterversary for purposes of calculating and deducting GMWB Charges.]

If the GMWB Rider is terminated other than on a Quarterversary, We will deduct from the Contract Value the [pro-rata portion of any GMWB Charges calculated on any prior Monthaversary but not yet collected.]

[The GMWB Charge is deducted from each [subaccount] in the ratio of Your interest in each [subaccount] to Your [Account Value] on the date the charge is collected.]

The [Contract Value and] Surrender Value [are] reduced by any GMWB Charges calculated but not yet collected.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE

GMWB Effective Date: [May 1, 2008]

Minimum Age for GMWB Rider: [00]

Maximum Age for GMWB Rider: [80]

Allowable GMWB Cancellation Dates: each [5th] Contract Anniversary, provided We receive written notification at Our Service Center no earlier than [90] days but at least [3] days prior to such GMWB Cancellation Date.

Allowable GMWB Addition Dates: each [5th] Contract Anniversary, provided We receive written notification at Our Service Center no earlier than [90] days but at least [3] days prior to such GMWB Addition Date.

Restrictions on Owners:
[Co-Owners are not permitted while this Rider is in effect.]

Restrictions on Annuitants:
[Joint Annuitants are not permitted and, if the Owner is an individual natural person, the Annuitant must be the Owner.]

Waiver of Contract Provisions:
The following Contract Provisions are waived while this Rider is in effect:
[(1)] [the Inactive Contract provision in the General Provisions section of the Base Contract; and]
[(2)] [the Minimum Surrender Value after a partial withdrawal requirement in the **Withdrawals** section of the Contract Schedule, except if You request a withdrawal resulting in an Excess Withdrawal (as described in the **GMWB Base** section of the GMWB Rider Schedule).]

Allocation Guidelines and Restrictions:
[Unless You agree to participate in another investment program which We may make available to satisfy the Allocation Guidelines and Restrictions, You must participate in a [quarterly] Rebalancing Program and provide Us with written instructions that comply with the following:

- (1) You must allocate at least [40%], but not more than [70%] of Your total allocations among [subaccounts] in the following Investment Categories:
 - [Large Cap]
 - [Mid Cap]
 - [Small Cap]
 - [International]
- (2) You must allocate no more than [40%] of Your total allocations among the following Investment Categories:
 - [Small Cap]
 - [International]
 - [Alternative]
 - [Money Market]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

- (3) You must allocate the remaining amounts among the other Investment Categories so Your total allocations equal 100%.
- (4) You must choose a periodic Rebalancing Date [from the 1st through the 28th day of the month].
- (5) You must schedule Your first Rebalancing Date to begin within [95] days from the GMWB Effective Date.
- (6) You agree to furnish new allocation instructions that comply with (1) – (3) above prior to any future closure or elimination of a [subaccount] in which You are invested.

You may request to change Your instructions while this Rider is in effect provided that each request complies with (1) – (4) above.

On a GMWB Addition Date and on each [quarterly] Rebalancing Date thereafter, We automatically reallocate Your [Account Value] to maintain the percentage allocation among the [subaccounts] that You have selected.

You must allocate any additional Premiums in accordance with the [subaccounts] and percentages You have selected.

You may request to transfer among [subaccounts] while this Rider is in effect provided that each request results in an allocation of Your [Account Value] that complies with (1) and (2) above as of the end of the last Valuation Period immediately preceding receipt of Your request.

Only pro-rata withdrawal requests affecting all [subaccounts] in which You are invested will be accepted while this Rider is in effect.

[We reserve the right to impose additional limitations on Your ability to allocate to or make transfers involving designated [subaccounts] which may be made available in the future.]]

Lifetime Income Percentage:

The initial Lifetime Income Percentage set forth below is based upon the age of the Owner on the date of the first withdrawal on or after the GMWB Effective Date.

<u>Age of Owner when first withdrawal is taken on or after GMWB Effective Date</u>	<u>Lifetime Income Percentage</u>
[00 – 54]	[0.0%]
[55 – 59]	[4.0%]
[60 – 69]	[5.0%]
[70 - 79]	[6.0%]
[80+]	[7.0%]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

[If the first withdrawal occurs within [5] years of the GMWB Effective Date, the applicable Lifetime Income Percentage will be reduced by [1%.]

[The Lifetime Income Percentage will be automatically redetermined on [each] Contract Anniversary following the first withdrawal if the GMWB Base is reset to a higher value on that Anniversary.]

If the first withdrawal occurs prior to the Owner's age [55], the Lifetime Income Percentage will be automatically redetermined on the Contract Anniversary on or following the Owner's [55th] birthday.

The Lifetime Income Percentage will be redetermined on the effective date of a change of Owner acceptable to Us, in accordance with the percentages then in effect.

GMWB Base:

The GMWB Base is used solely to determine the Guaranteed Lifetime Amount (GLA) and the GMWB Charge. The GMWB Base does not establish or guarantee an Account Value, Surrender Value, minimum Death Benefit or minimum return for any investment option.

(1) On the GMWB Effective Date:

If the GMWB Effective Date is the Contract Date, the **GMWB Base** is the Initial Premium [plus any Additional Premium received prior to the earlier of the first withdrawal and the first Quarterversary following the Contract Date]. If the GMWB Effective Date is not the Contract Date, the GMWB Base is the [Contract Value] on the GMWB Effective Date.

(2) Prior to the first withdrawal after the GMWB Effective Date:

The **GMWB Base** is equal to [the greater of] the GMWB Maximum Anniversary Value (MAV) Base [and the GMWB Roll-Up Base].

[(a)] **GMWB MAV Base:** The GMWB MAV Base is equal to the greatest of the Anniversary Values. An Anniversary Value is equal to the sum of (i) plus (ii) where:

- (i) is the GMWB Base on the GMWB Effective Date and, on each Contract Anniversary thereafter, is the [highest] Contract Value on such Anniversary [or on any of the preceding eleven Monthaversaries]; and
- (ii) is the sum of all Additional Premiums received following the date of the highest Contract Value used in the last Anniversary Value calculation [(other than any Additional Premium received prior to the first Quarterversary following the Contract Date)].

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthiversary for purposes of calculating Monthiversary Values.]

[In any Contract Year in which there is a change of Owner (other than as the result of exercise of the Spousal Beneficiary Continuation Option), only the Contract Value on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Anniversary Value calculation.]

We will calculate an Anniversary Value on the GMWB Effective Date and on each Contract Anniversary thereafter.

(b) [GMWB Roll-Up Base: The GMWB Roll-Up Base is equal to the sum of (i) plus (ii) where:

- (i) is the GMWB Base on the later of the GMWB Effective Date or the date of the most recent Automatic Roll-Up Reset with interest compounded daily at an annual rate of [5]%; and
- (ii) is the sum of all Additional Premiums [(other than any Additional Premium received prior to the first Quarterversary following the Contract Date)] since the later of the GMWB Effective Date or the date of the most recent Automatic Roll-Up Reset with interest compounded daily from the effective date of each Additional Premium payment at an annual rate of [5]%.]

For purposes of compounding interest in GMWB Roll-Up Base, such interest shall accrue until the earlier of the GMWB Roll-Up Base Limitation Date or the date of GMWB Settlement. No interest shall accrue thereafter.

The **GMWB Roll-Up Base Limitation Date** is the earlier of:

- (i) the date of Your first withdrawal after the GMWB Effective Date; or
- (ii) the [10th] Contract Anniversary following the GMWB Effective Date.

[Automatic Roll-Up Reset: On each of the first [10] Contract Anniversaries after the GMWB Effective Date and prior to Your first withdrawal, We will reset the GMWB Roll-Up Base to equal the greater of the current GMWB Roll-Up Base, or the GMWB MAV Base on such Contract Anniversary.]]

(3) On and after the first withdrawal after the GMWB Effective Date:

- (a) When the cumulative withdrawals during the Contract Year, including the most recent withdrawal, are not in excess of the GLA, the **GMWB Base** will equal the GMWB Base immediately prior to such withdrawal.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

- (b) When an Excess Withdrawal applies during the Contract Year, the GMWB Base will equal the lesser of:
- (i) the GMWB Base immediately prior to such withdrawal less the Adjusted Excess Withdrawal; or
 - (ii) the [Account Value] after the withdrawal.

Excess Withdrawal:

- (1) If cumulative withdrawals in a Contract Year have already exceeded the GLA in effect at the time of a withdrawal request, then the entire amount of that withdrawal is an Excess Withdrawal.
- (2) If a withdrawal causes the total amount withdrawn during a Contract Year to exceed the GLA in effect at the time of the withdrawal request, then the amount that the cumulative withdrawals are in excess of the GLA is an Excess Withdrawal.

Adjusted Excess Withdrawal: An Adjusted Excess Withdrawal is equal to the Excess Withdrawal multiplied by an adjustment factor. The adjustment factor is calculated by dividing the GMWB Base by the [Account Value], where both values are determined just prior to such Excess Withdrawal.

[Required Minimum Distribution (RMD): If You are required to take withdrawals from Your Contract to satisfy the RMD rules under Section 401(a)(9) of the Internal Revenue Code You must notify Us in writing.

If We receive such written notification and if We determine that the RMD for Your Contract is greater than Your GLA, then any reduction to the GMWB Base will be limited as follows:

- (1) Notwithstanding section (3)(b) above, if cumulative withdrawals for that Contract Year, including the requested withdrawal, do not exceed the RMD for Your Contract, then the GMWB Base will not be reduced.
- (2) If a withdrawal causes cumulative withdrawals for that Contract Year to exceed the RMD for Your Contract, then the Excess Withdrawal will equal the amount by which cumulative withdrawals are in excess of the RMD.]

[Automatic Step-Up: On [each] Contract Anniversary after the first withdrawal [and prior to the [20th] Contract Anniversary following the GMWB Effective Date], if the Contract Value, [or the highest of the previous eleven Monthaversary values,] is greater than the GMWB Base, the GMWB Base will be increased to equal such greater value.] [In any Contract Year in which there is an Excess Withdrawal or a change of Owner, only the Contract Value on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Automatic Step-Up calculation.]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

GMWB Settlement:

On any date the Account Value is reduced to zero, the following will occur:

- (1) any remaining GLA not yet withdrawn in the current Contract Year will be paid in a lump sum in accordance with applicable legal requirements; and
- (2) an Annuity Date no earlier than the [next Contract Anniversary] will be established and [monthly] annuity payments equal to the GLA divided by [12], payable until the death of the Annuitant, or second Annuitant, if any, will start on that date; and
- (3) all riders attached to the Base Contract will terminate.

Different payment intervals or other lifetime annuity payments acceptable to Us may be used, but will result in an actuarially equivalent annuity payment.

Change of Owner:

If there is a change of Owner or an assignment (in states where applicable) of this Contract, this Rider will terminate unless the Owner is changed under any of the circumstances described below:

- [(1)] [a spouse becomes the Owner while this Rider is still available and was neither younger than the Minimum Age for GMWB Rider nor older than the Maximum Age for GMWB Rider on the effective date of the change of Owner; or]
- [(2)] [as the result of the creation or termination of a trust, the life upon which GLA payments under this Rider are based has not changed; or]
- [(3)] [an Eligible Spousal Beneficiary becomes the Owner while this Rider is still available and was not younger than the Minimum Age for GMWB Rider on the [Spousal Continuation Date].]

If this Rider continues in effect following a change of Owner (other than as the result of the Spousal Beneficiary Continuation Option), the GMWB Base will be reset to the Account Value, if lower, on the effective date of the change of Owner.

Spousal Continuation:

If the Spousal Beneficiary Continuation Option is elected or is automatically applied and this Rider is still available, the following changes will occur:

- (1) if no withdrawal has been taken on or after the GMWB Effective Date, [the GMWB Base will remain unchanged]; or
- (2) if a withdrawal has been taken on or after the GMWB Effective Date, the GMWB Base will be reset to equal the Contract Value on the Spousal Continuation Date.

In addition, the Lifetime Income Percentage will be based on the age of the spouse on the [Spousal Continuation Date] subject to the terms and conditions in effect at that time.

Waiver of Surrender Charge:

Any Surrender Charge that would otherwise apply to the portion of a withdrawal that is not an Excess Withdrawal will be waived.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

Premium Limitation:

[No Additional Premiums can be paid on or after the date You make Your first withdrawal on or after the GMWB Effective Date.]

Benefit Available on Maturity Date:

The Benefit Available on Maturity Date will provide [monthly] annuity payments equal to the GLA divided by [12] until the death of the Annuitant.

We must receive written notification of Your election of such Benefit Available on Maturity Date no earlier than [90] days but at least [3] days prior to the Maturity Date.

Different payment intervals or other lifetime annuity payments acceptable to Us may be used, but will result in an actuarially equivalent annuity payment.

GMWB Charge:

	<u>Current</u>	<u>Maximum</u>
GMWB Charge Percentage	[0.65% annually]	[1.25% annually]

[The GMWB Charge is calculated on each Monthaversary as follows:

- (1) the GMWB Base is determined on the Monthaversary;
- (2) that amount is multiplied by the current GMWB Charge Percentage;
- (3) the resulting amount is divided by 12.]

The sum of the GMWB Charges calculated on each of the three preceding Monthaversaries is deducted from the Contract Value on each Quarterversary.

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthaversary or Quarterversary for purposes of calculating and deducting GMWB Charges.]

If the GMWB Rider is terminated other than on a Quarterversary, We will deduct from the Contract Value the [pro-rata portion of any GMWB Charges calculated on any prior Monthaversary but not yet collected.]

[The GMWB Charge is deducted from each [subaccount] in the ratio of Your interest in each [subaccount] to Your [Account Value] on the date the charge is collected.]

The [Contract Value and] Surrender Value [are] reduced by any GMWB Charges calculated but not yet collected.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE

GMWB Effective Date: [May 1, 2008]

Minimum Age for GMWB Rider: [00]

Maximum Age for GMWB Rider: [80]

Allowable GMWB Cancellation Dates: each [5th] Contract Anniversary, provided We receive written notification at Our Service Center no earlier than [90] days but at least [3] days prior to such GMWB Cancellation Date.

Allowable GMWB Addition Dates: each [5th] Contract Anniversary, provided We receive written notification at Our Service Center no earlier than [90] days but at least [3] days prior to such GMWB Addition Date.

Restrictions on Owners:
[Co-Owners are not permitted while this Rider is in effect.]

Restrictions on Annuitants:
[Joint Annuitants are not permitted and, if the Owner is an individual natural person, the Annuitant must be the Owner.]

Waiver of Contract Provisions:
The following Contract Provisions are waived while this Rider is in effect:
[(1)] [the Inactive Contract provision in the General Provisions section of the Base Contract; and]
[(2)] [the Minimum Surrender Value after a partial withdrawal requirement in the **Withdrawals** section of the Contract Schedule, except if You request a withdrawal resulting in an Excess Withdrawal (as described in the **GMWB Base** section of the GMWB Rider Schedule).]

Allocation Guidelines and Restrictions:
[Unless You agree to participate in another investment program which We may make available to satisfy the Allocation Guidelines and Restrictions, You must participate in a [quarterly] Rebalancing Program and provide Us with written instructions that comply with the following:

- (1) You must allocate at least [40%], but not more than [70%] of Your total allocations among [subaccounts] in the following Investment Categories:
 - [Large Cap]
 - [Mid Cap]
 - [Small Cap]
 - [International]
- (2) You must allocate no more than [40%] of Your total allocations among the following Investment Categories:
 - [Small Cap]
 - [International]
 - [Alternative]
 - [Money Market]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

- (3) You must allocate the remaining amounts among the other Investment Categories so Your total allocations equal 100%.
- (4) You must choose a periodic Rebalancing Date [from the 1st through the 28th day of the month].
- (5) You must schedule Your first Rebalancing Date to begin within [95] days from the GMWB Effective Date.
- (6) You agree to furnish new allocation instructions that comply with (1) – (3) above prior to any future closure or elimination of a [subaccount] in which You are invested.

You may request to change Your instructions while this Rider is in effect provided that each request complies with (1) – (4) above.

On a GMWB Addition Date and on each [quarterly] Rebalancing Date thereafter, We automatically reallocate Your [Account Value] to maintain the percentage allocation among the [subaccounts] that You have selected.

You must allocate any additional Premiums in accordance with the [subaccounts] and percentages You have selected.

You may request to transfer among [subaccounts] while this Rider is in effect provided that each request results in an allocation of Your [Account Value] that complies with (1) and (2) above as of the end of the last Valuation Period immediately preceding receipt of Your request.

Only pro-rata withdrawal requests affecting all [subaccounts] in which You are invested will be accepted while this Rider is in effect.

[We reserve the right to impose additional limitations on Your ability to allocate to or make transfers involving designated [subaccounts] which may be made available in the future.]]

Lifetime Income Percentage:

The initial Lifetime Income Percentage set forth below is based upon the age of the Owner on the date of the first withdrawal on or after the GMWB Effective Date.

<u>Age of Owner when first withdrawal is taken on or after GMWB Effective Date</u>	<u>Lifetime Income Percentage</u>
[00 – 54]	[0.0%]
[55 – 59]	[4.0%]
[60 – 69]	[5.0%]
[70 - 79]	[6.0%]
[80+]	[7.0%]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

[If the first withdrawal occurs within [5] years of the GMWB Effective Date, the applicable Lifetime Income Percentage will be reduced by [1%.]

[The Lifetime Income Percentage will be automatically redetermined on [each] Contract Anniversary following the first withdrawal if the GMWB Base is reset to a higher value on that Anniversary.]

If the first withdrawal occurs prior to the Owner's age [55], the Lifetime Income Percentage will be automatically redetermined on the Contract Anniversary on or following the Owner's [55th] birthday.

The Lifetime Income Percentage will be redetermined on the effective date of a change of Owner acceptable to Us, in accordance with the percentages then in effect.

GMWB Base:

The GMWB Base is used solely to determine the Guaranteed Lifetime Amount (GLA) and the GMWB Charge. The GMWB Base does not establish or guarantee an Account Value, Surrender Value, minimum Death Benefit or minimum return for any investment option.

(1) On the GMWB Effective Date:

If the GMWB Effective Date is the Contract Date, the **GMWB Base** is the Initial Premium [plus any Additional Premium received prior to the earlier of the first withdrawal and the first Quarterversary following the Contract Date]. If the GMWB Effective Date is not the Contract Date, the GMWB Base is the [Contract Value] on the GMWB Effective Date.

(2) Prior to the first withdrawal after the GMWB Effective Date:

The **GMWB Base** is equal to [the greater of] the GMWB Maximum Anniversary Value (MAV) Base [and the GMWB Roll-Up Base].

[(a)] **GMWB MAV Base:** The GMWB MAV Base is equal to the greatest of the Anniversary Values. An Anniversary Value is equal to the sum of (i) plus (ii) where:

- (i) is the GMWB Base on the GMWB Effective Date and, on each Contract Anniversary thereafter, is the [highest] Contract Value on such Anniversary [or on any of the preceding eleven Monthaversaries]; and
- (ii) is the sum of all Additional Premiums received following the date of the highest Contract Value used in the last Anniversary Value calculation [(other than any Additional Premium received prior to the first Quarterversary following the Contract Date)].

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthiversary for purposes of calculating Monthiversary Values.]

[In any Contract Year in which there is a change of Owner (other than as the result of exercise of the Spousal Beneficiary Continuation Option), only the Contract Value on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Anniversary Value calculation.]

We will calculate an Anniversary Value on the GMWB Effective Date and on each Contract Anniversary thereafter.

(b) [GMWB Roll-Up Base: The GMWB Roll-Up Base is equal to the sum of (i) plus (ii) where:

- (i) is the GMWB Base on the later of the GMWB Effective Date or the date of the most recent Automatic Roll-Up Reset with interest compounded daily at an annual rate of [5]%; and
- (ii) is the sum of all Additional Premiums [(other than any Additional Premium received prior to the first Quarterversary following the Contract Date)] since the later of the GMWB Effective Date or the date of the most recent Automatic Roll-Up Reset with interest compounded daily from the effective date of each Additional Premium payment at an annual rate of [5]%.]

For purposes of compounding interest in GMWB Roll-Up Base, such interest shall accrue until the earlier of the GMWB Roll-Up Base Limitation Date or the date of GMWB Settlement. No interest shall accrue thereafter.

The **GMWB Roll-Up Base Limitation Date** is the earlier of:

- (i) the date of Your first withdrawal after the GMWB Effective Date; or
- (ii) the [10th] Contract Anniversary following the GMWB Effective Date.

[Automatic Roll-Up Reset: On each of the first [10] Contract Anniversaries after the GMWB Effective Date and prior to Your first withdrawal, We will reset the GMWB Roll-Up Base to equal the greater of the current GMWB Roll-Up Base, or the GMWB MAV Base on such Contract Anniversary.]]

(3) On and after the first withdrawal after the GMWB Effective Date:

- (a) When the cumulative withdrawals during the Contract Year, including the most recent withdrawal, are not in excess of the GLA, the **GMWB Base** will equal the GMWB Base immediately prior to such withdrawal.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

- (b) When an Excess Withdrawal applies during the Contract Year, the GMWB Base will equal the lesser of:
- (i) the GMWB Base immediately prior to such withdrawal less the Adjusted Excess Withdrawal; or
 - (ii) the [Account Value] after the withdrawal.

Excess Withdrawal:

- (1) If cumulative withdrawals in a Contract Year have already exceeded the GLA in effect at the time of a withdrawal request, then the entire amount of that withdrawal is an Excess Withdrawal.
- (2) If a withdrawal causes the total amount withdrawn during a Contract Year to exceed the GLA in effect at the time of the withdrawal request, then the amount that the cumulative withdrawals are in excess of the GLA is an Excess Withdrawal.

Adjusted Excess Withdrawal: An Adjusted Excess Withdrawal is equal to the Excess Withdrawal multiplied by an adjustment factor. The adjustment factor is calculated by dividing the GMWB Base by the [Account Value], where both values are determined just prior to such Excess Withdrawal.

[Required Minimum Distribution (RMD): If You are required to take withdrawals from Your Contract to satisfy the RMD rules under Section 401(a)(9) of the Internal Revenue Code You must notify Us in writing.

If We receive such written notification and if We determine that the RMD for Your Contract is greater than Your GLA, then any reduction to the GMWB Base will be limited as follows:

- (1) Notwithstanding section (3)(b) above, if cumulative withdrawals for that Contract Year, including the requested withdrawal, do not exceed the RMD for Your Contract, then the GMWB Base will not be reduced.
- (2) If a withdrawal causes cumulative withdrawals for that Contract Year to exceed the RMD for Your Contract, then the Excess Withdrawal will equal the amount by which cumulative withdrawals are in excess of the RMD.]

[Automatic Step-Up: On [each] Contract Anniversary after the first withdrawal [and prior to the [20th] Contract Anniversary following the GMWB Effective Date], if the Contract Value, [or the highest of the previous eleven Monthaversary values,] is greater than the GMWB Base, the GMWB Base will be increased to equal such greater value.] [In any Contract Year in which there is an Excess Withdrawal or a change of Owner, only the Contract Value on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Automatic Step-Up calculation.]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

GMWB Settlement:

On any date the Account Value is reduced to zero, the following will occur:

- (1) any remaining GLA not yet withdrawn in the current Contract Year will be paid in a lump sum in accordance with applicable legal requirements; and
- (2) an Annuity Date no earlier than the [next Contract Anniversary] will be established and [monthly] annuity payments equal to the GLA divided by [12], payable until the death of the Annuitant, or second Annuitant, if any, will start on that date; and
- (3) all riders attached to the Base Contract will terminate.

Different payment intervals or other lifetime annuity payments acceptable to Us may be used, but will result in an actuarially equivalent annuity payment.

Change of Owner:

If there is a change of Owner or an assignment (in states where applicable) of this Contract, this Rider will terminate unless the Owner is changed under any of the circumstances described below:

- [(1)] [a spouse becomes the Owner while this Rider is still available and was neither younger than the Minimum Age for GMWB Rider nor older than the Maximum Age for GMWB Rider on the effective date of the change of Owner; or]
- [(2)] [as the result of the creation or termination of a trust, the life upon which GLA payments under this Rider are based has not changed; or]
- [(3)] [an Eligible Spousal Beneficiary becomes the Owner while this Rider is still available and was not younger than the Minimum Age for GMWB Rider on the [Spousal Continuation Date].]

If this Rider continues in effect following a change of Owner (other than as the result of the Spousal Beneficiary Continuation Option), the GMWB Base will be reset to the Account Value, if lower, on the effective date of the change of Owner.

Spousal Continuation:

If the Spousal Beneficiary Continuation Option is elected or is automatically applied and this Rider is still available, the following changes will occur:

- (1) if no withdrawal has been taken on or after the GMWB Effective Date, [the GMWB Base will remain unchanged]; or
- (2) if a withdrawal has been taken on or after the GMWB Effective Date, the GMWB Base will be reset to equal the Contract Value on the Spousal Continuation Date.

In addition, the Lifetime Income Percentage will be based on the age of the spouse on the [Spousal Continuation Date] subject to the terms and conditions in effect at that time.

Waiver of Surrender Charge:

Any Surrender Charge that would otherwise apply to the portion of a withdrawal that is not an Excess Withdrawal will be waived.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

Premium Limitation:

[No Additional Premiums can be paid on or after the date You make Your first withdrawal on or after the GMWB Effective Date.]

Benefit Available on Maturity Date:

The Benefit Available on Maturity Date will provide [monthly] annuity payments equal to the GLA divided by [12] until the death of the Annuitant.

We must receive written notification of Your election of such Benefit Available on Maturity Date no earlier than [90] days but at least [3] days prior to the Maturity Date.

Different payment intervals or other lifetime annuity payments acceptable to Us may be used, but will result in an actuarially equivalent annuity payment.

Income Enhancement Benefit:

Definitions applicable to this Benefit:

Elimination Period: [180] days within the last [365] days.

Hospital: An institution which: 1) is operated pursuant to the laws of the jurisdiction in which it is located; and 2) operates primarily for the care and treatment of sick and injured persons on an inpatient basis; and 3) provides 24-hour nursing service by or under the supervision of registered graduate professional nurses; and 4) is supervised by a staff of one or more licensed Physicians; and 5) has medical, surgical and diagnostic facilities or access to such facilities.

Medical Necessity: Confinement prescribed by a Physician based on the individual's inability to sustain himself or herself outside of a Hospital or Nursing Facility due to physical or cognitive ailments.

Nursing Facility: A facility, or that part of a facility, which: 1) is licensed to operate pursuant to the laws and regulations of the state in which it is located as a Nursing Facility or an Alzheimer's disease facility; and 2) provides care prescribed by a Physician and performed or supervised by a registered graduate nurse, in addition to room and board accommodations, 24-hour nursing services, 7 days a week by an on-site Registered Nurse and related services on a continuing inpatient basis; and 3) has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one Physician; and 4) maintains a clinical record of each patient.

A Nursing Facility may be either a freestanding facility or a distinct part of a facility such as a ward, wing, unit, or swing bed of a Hospital or other institution. If the facility complex to which an insured person is confined consists of wards, wings, floors, units, or swing-beds, the area of the facility in which such insured person is confined must be licensed as a Nursing Facility and the insured person's assigned bed must be included as a part of such license.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

The term "Nursing Facility" does not include, for example: 1) a hospital (except as provided above); 2) a rehabilitation hospital; 3) a place which is primarily for treatment of mental or nervous disorders, drug addiction, or alcoholism; 4) a home for the aged; 5) a rest home, community living center, or a place that provides domestic, resident, retirement or educational care; 6) assisted living facilities; 7) personal care homes; 8) residential care facilities; 9) adult foster care facilities; 10) congregate care facilities; 11) family and group assisted living facilities; 12) personal care boarding homes; 13) domiciliary care homes; 14) basic care facilities; or 15) similar facilities.

Physician: A Doctor of Medicine or Doctor of Osteopathy, who is licensed as such and is operating within the scope of the license.

Waiting Period: [12] months from the GMWB Effective Date.

If the Owner is confined, due to a medical necessity, in a Hospital or Nursing Facility and has been so confined for the Elimination Period, benefits from this Income Enhancement Benefit are available provided that the Waiting Period requirement has been satisfied. The Elimination Period and Waiting Period do not need to occur consecutively. The Income Enhancement Benefit provides an increase to the Lifetime Income Percentage (as described in the **Lifetime Income Percentage** provision above), until the qualifying person is no longer confined as described above. The increase in the Lifetime Income Percentage provided by this Benefit will be as follows:

Age at First Withdrawal	Income Enhancement Benefit Increase Percentage
[55+]	[100]%

As an example of the Income Enhancement Benefit, assume that the first withdrawal under this rider was taken at age 72 and the applicable Lifetime Income Percentage is [6.0]%. If the qualification conditions for this Benefit are met at any later date, then the Lifetime Income Percentage will be increased by the Income Enhancement Benefit Increase Percentage applicable for age 72. The applicable age is based on the first withdrawal of any amount from the Contract Value under the this Rider, and is not based on any withdrawal under the Income Enhancement Benefit, unless that withdrawal is also the first withdrawal of any Contract Value under the Rider.

If the Income Enhancement Benefit Increase Percentage for attained age 72 is [100]%, then the Income Enhancement Benefit provides an additional [6.0]% to the Lifetime Income Percentage resulting in a total Lifetime Income Percentage of [12.0]% while the Income Enhancement Benefit continues to be available. We will require confirmation of confinement while benefits are being received. Confirmation of confinement must be deemed satisfactory to Us. Confirmation of confinement may be a statement from a Physician or a Hospital or Nursing Facility administrator and any other information deemed necessary by Us to confirm confinement. When confinement has ceased, the Lifetime Income Percentage will be as indicated in the **Lifetime Income Percentage** provision. If confinement ceases, the Owner may re-qualify by again satisfying the Elimination Period requirement.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMWB RIDER SCHEDULE (Continued)

Note that the potential increase to the Lifetime Income Percentage under the Income Enhancement Benefit will **not** change the GLA used in the administration of the **Required Minimum Distribution (RMD)** provision described above.

GMWB Charge:

	<u>Current</u>	<u>Maximum</u>
GMWB Charge Percentage	[0.80% annually]	[1.55% annually]

[The GMWB Charge is calculated on each Monthiversary as follows:

- (1) the GMWB Base is determined on the Monthiversary;
- (2) that amount is multiplied by the current GMWB Charge Percentage;
- (3) the resulting amount is divided by 12.]

The sum of the GMWB Charges calculated on each of the three preceding Monthaversaries is deducted from the Contract Value on each Quarterversary.

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthaversary or Quarterversary for purposes of calculating and deducting GMWB Charges.]

If the GMWB Rider is terminated other than on a Quarterversary, We will deduct from the Contract Value the [pro-rata portion of any GMWB Charges calculated on any prior Monthaversary but not yet collected.]

[The GMWB Charge is deducted from each [subaccount] in the ratio of Your interest in each [subaccount] to Your [Account Value] on the date the charge is collected.]

The [Contract Value and] Surrender Value [are] reduced by any GMWB Charges calculated but not yet collected.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE

GMIB Effective Date: [May 1, 2008]

Minimum Age for GMIB Rider: [45]

Maximum Age for GMIB Rider: [75]

Restrictions on Owners:

[Only spouses may be Co-Owners. If there are Co-Owners, they also must be Joint Annuitants. If the Owner is a non-natural person, a Co-Owner is not permitted.]

Restrictions on Annuitants:

[If the Owner is an individual natural person, then the Annuitant must be the Owner. Only spouses may be Joint Annuitants.]

Waiver of Contract Provisions:

The following Contract Provisions are waived while the No Lapse Guarantee for this Rider is in effect:

- [1] [the Inactive Contract provision in the General Provisions section of the Base Contract; and]
- [2] [the Minimum Surrender Value after a partial withdrawal requirement in the **Withdrawals** section of the Contract Schedule, except if You request a withdrawal that causes the No Lapse Guarantee Withdrawal Limit (as described in the **No Lapse Guarantee** section of this GMIB Rider Schedule) to be exceeded.]

Allocation Guidelines and Restrictions:

[Unless You agree to participate in another investment program which We may make available to satisfy the Allocation Guidelines and Restrictions, You must participate in a [quarterly] Rebalancing Program and provide Us with written instructions that comply with the following:

- (1) You must allocate at least [40]%, but not more than [70]% of Your total allocations among [subaccounts] in the following Investment Categories:
 - [Large Cap]
 - [Mid Cap]
 - [Small Cap]
 - [International]
- (2) You must allocate no more than [40]% of Your total allocations among the following Investment Categories:
 - [Small Cap]
 - [International]
 - [Alternative]
 - [Money Market]
- (3) You must allocate the remaining amounts among the other Investment Categories so Your total allocations equal 100%.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

- (4) You must choose a periodic Rebalancing Date [from the 1st through the 28th day of the month.]
- (5) You must schedule Your first Rebalancing Date to begin within [95] days from the GMIB Effective Date.
- (6) You agree to furnish new allocation instructions that comply with (1) – (3) above prior to any future closure or elimination of a [subaccount] in which You are invested.

You may request to change Your instructions while this Rider is in effect provided that each request complies with (1) – (4) above.

On a GMIB Effective Date following the Contract Date and each [quarterly] Rebalancing Date thereafter, We will automatically reallocate Your [Account Value] to maintain the percentage allocation among the [subaccounts] that You have selected.

You must allocate any additional Premiums in accordance with the [subaccounts] and percentages You have selected.

You may request to transfer among [subaccounts] while this Rider is in effect provided that each request results in an allocation of Your [Account Value] that complies with (1) and (2) above as of the end of the last Valuation Period preceding receipt of Your request.

Only pro-rata withdrawal requests affecting all [subaccounts] in which You are invested will be accepted while this Rider is in effect.

[We reserve the right to impose additional limitations on Your ability to allocate to or make transfers involving any designated [subaccounts] made available in the future.]]

GMIB Base:

The GMIB Base is used solely to determine the Guaranteed Minimum Income Benefit and does not establish or guarantee a Contract Value, cash value, minimum Death Benefit or minimum return for any investment option.

The **GMIB Base** is equal to the greater of the GMIB Maximum Anniversary Value (MAV) Base and the GMIB Roll-Up Base.

GMIB MAV Base: The GMIB MAV Base is equal to the greatest of the Anniversary Values.

An Anniversary Value is equal to (a) plus (b) minus (c), but not less than zero, where:

- (a) is the Contract Value (minus the value of any amounts in Excluded Accounts) on the GMIB Effective Date, and on each subsequent Contract Anniversary, is [the highest of] the Contract Value (minus the value of any amounts in Excluded Accounts) on such anniversary [or on any of the preceding eleven Monthaversaries]; and

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

- (b) is the sum of all Additional Premiums allocated to, and all amounts transferred from Excluded Accounts into, any [subaccounts] other than Excluded Accounts, since the date of the highest Contract Value (minus the value of any amounts in Excluded Accounts) used in the last Anniversary Value calculation; and
- (c) is the sum of all “adjusted” withdrawals from, and all amounts transferred into Excluded Accounts from, any [subaccounts] other than Excluded Accounts, since the date of the highest Contract Value (minus the value of any amounts in Excluded Accounts) used in the last Anniversary Value calculation.

Each “adjusted” withdrawal is equal to the amount of such withdrawal from any [subaccounts] other than Excluded Accounts multiplied by (a) and divided by (b), where:

- (a) is the GMIB MAV Base immediately prior to the withdrawal; and
- (b) is the [Account Value] (minus any amounts in Excluded Accounts) immediately prior to the withdrawal.

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthiversary for purposes of calculating Monthiversary Values.]

[In any Contract Year in which there is a change of Owner (other than as the result of either the removal of an Owner or exercise of the Spousal Beneficiary Continuation Option), only the Contract Value (minus any amounts in Excluded Accounts) on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Anniversary Value calculation.]

We will calculate an Anniversary Value on the GMIB Effective Date and on each Contract Anniversary thereafter through the earlier of the GMIB MAV Base Limitation Date and the date You exercise GMIB.

The **GMIB MAV Base Limitation Date** is [the Contract Anniversary on or following the oldest Annuitant’s [85th] birthday.]

If there is a change of Annuitant and this Rider continues in effect, the GMIB MAV Base Limitation Date will be reset based on the new Annuitant’s age if the following conditions apply:

- (i) on the GMIB Effective Date the new Annuitant was older than the Annuitant whose age was used to determine the GMIB MAV Base Limitation Date immediately prior to the change of Annuitant; and
- (ii) the GMIB MAV Base Limitation Date immediately prior to the change of Annuitant is later than the date of the change of Annuitant.

The GMIB MAV Base Limitation Date will not be reset to a date which is earlier than the date of the change of Annuitant.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

GMIB Roll-Up Base: Prior to the Contract Anniversary of the first Optional GMIB Roll-Up Base Reset (as described under Optional Reset below), if any, the GMIB Roll-Up Base is equal to (a) plus (b) minus (c), but not less than zero, where:

- (a) is the Contract Value on the GMIB Effective Date[, plus any Additional Premium received prior to the earlier of the first withdrawal and the first Quarterversary following the GMIB Effective Date,] allocated to any [subaccounts] other than Excluded Accounts, with interest compounded daily from the GMIB Effective Date at an annual rate of [6]%; and
- (b) is the sum of all Additional Premiums [received on or after the earlier of the first withdrawal and the first Quarterversary following the GMIB Effective Date] allocated to any [subaccounts] other than Excluded Accounts, plus all amounts transferred from Excluded Accounts into any [subaccounts] other than Excluded Accounts, with interest compounded daily from the Contract Anniversary on or following the effective date of each Additional Premium payment or transfer at an annual rate of [6]%; and
- (c) is the sum of all “adjusted” withdrawals from, and all amounts transferred into Excluded Accounts from, any [subaccounts] other than Excluded Accounts, with interest compounded daily from the Contract Anniversary on or following the effective date of each withdrawal or transfer at an annual rate of [6]%.

On and after the Contract Anniversary when an Optional (GMIB Roll-Up Base) Reset is requested, the GMIB Roll-Up Base is equal to (a) plus (b) minus (c), but not less than zero, where:

- (a) is the Contract Value utilized in the most recent Optional Reset allocated to any [subaccounts] other than Excluded Accounts, with interest compounded daily from such Contract Anniversary at an annual rate of [6]%; and
- (b) is the sum of all Additional Premiums received on or after the Contract Anniversary of the most recent Optional Reset allocated to any [subaccounts] other than Excluded Accounts, plus all amounts transferred from Excluded Accounts into any [subaccounts] other than Excluded Accounts on or after the Contract Anniversary of the most recent Optional Reset, with interest compounded daily from the Contract Anniversary on or following the effective date of each Additional Premium payment or transfer at an annual rate of [6]%; and
- (c) is the sum of all “adjusted” withdrawals from, and all amounts transferred into Excluded Accounts from, any [subaccounts] other than Excluded Accounts, on or after the Contract Anniversary of the most recent Optional Reset, with interest compounded daily from the Contract Anniversary on or following the effective date of each withdrawal or transfer at an annual rate of [6]%.

Each “adjusted” withdrawal is equal to the amount of such withdrawal from any [subaccounts] other than Excluded Accounts multiplied by an adjustment factor:

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

- (1) if the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, is less than or equal to [6]% times GMIB Roll-Up Base attributable to the beginning of the Contract Year, the adjustment factor is 1.0; or
- (2) if the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, is greater than [6]% times GMIB Roll-Up Base attributable to the beginning of the Contract Year, the adjustment factor is (a) divided by (b) where:
 - (a) is GMIB Roll-Up Base immediately prior to such withdrawal; and
 - (b) is the [Account Value] (minus any amounts in Excluded Accounts) immediately prior to such withdrawal.

[Required Minimum Distribution (RMD): If You are required to take withdrawals from Your Contract to satisfy the RMD rules under Section 401(a)(9) of the Internal Revenue Code You must notify Us in writing.

If We receive such written notification and if We determine that the RMD for Your Contract is greater than [6]% times GMIB Roll-Up Base attributable to the beginning of the Contract Year, then the adjustment factor is 1.0 for any such withdrawal provided the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, does not exceed the RMD for Your Contract.]

For purposes of compounding interest in GMIB Roll-Up Base above, such interest shall accrue until the earlier of the GMIB Roll-Up Base Limitation Date or the date You exercise GMIB. No interest shall accrue thereafter.

The **GMIB Roll-Up Base Limitation Date** is [the Contract Anniversary on or following the oldest Annuitant's [85th] birthday.]

If there is a change of Annuitant and this Rider continues in effect, the GMIB Roll-Up Base Limitation Date will be reset based on the new Annuitant's age if the following conditions apply:

- (i) on the GMIB Effective Date the new Annuitant was older than the Annuitant whose age was used to determine the GMIB Roll-Up Base Limitation Date immediately prior to the change of Annuitant; and
- (ii) the GMIB Roll-Up Base Limitation Date immediately prior to the change of Annuitant is later than the date of the change of Annuitant.

The GMIB Roll-Up Base Limitation Date will not be reset to a date which is earlier than the date of the change of Annuitant.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

[Optional Reset:

On each Contract Anniversary up to and including the Contract Anniversary on or following the oldest Annuitant's [75th] Birthday, the Owner can request that the GMIB Roll-Up Base be reset to equal [the greatest of] the Contract Value (minus any amounts in Excluded Accounts) on such Anniversary [or on the preceding eleven Monthaversaries]. [In any Contract Year in which there is a change of Owner (other than as the result of either the removal of an Owner or exercise of the Spousal Beneficiary Continuation Option), or an "adjusted" withdrawal, as described in GMIB Roll-Up Base above, in which the adjustment factor is not 1.0, only the Contract Value (minus any amounts in Excluded Accounts) on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the reset calculation.] Upon each such requested Optional Reset, the First Exercise Anniversary Date will also be redetermined as noted below.

The Owner's request must be by written notification to Our Service Center and must be received no later than [30] days following such Anniversary. We may permit the Owner to make a single election of Optional Resets for a number of consecutive years.]

GMIB Exercise Period:

You may exercise GMIB on or during the [30] day period following each Contract Anniversary beginning with the First Exercise Anniversary Date and ending with the Last Exercise Anniversary Date.

First Exercise Anniversary Date:

The [10th] Contract Anniversary following [the later of] the GMIB Effective Date [or the effective date of any Optional Reset].

Last Exercise Anniversary Date: [May 1, 2033]

The Contract Anniversary on or following the oldest Annuitant's [85th] birthday.

Last Exercise Date: [May 31, 2033]

The [30th] day following the Last Exercise Anniversary Date.

Annuity Options Available on Exercise of GMIB:

[Life Annuity]

[Joint and Survivor Life Annuity]

[Life Annuity with Payments Guaranteed for 10 Years]

[Joint and Survivor Life Annuity with Payments Guaranteed for 10 Years]

Excluded Accounts:

[None]

We reserve the right to add or delete a [subaccount] from the list of Excluded Accounts if such [subaccount] is added or deleted as an investment option.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

Change of Annuitant:

If there is a change of Annuitant, this Rider will terminate unless the Annuitant is changed under any of the circumstances described below:

- [(1)] [the Annuitant is changed to a person who was not younger than the Minimum Age for GMIB Rider nor older than the Maximum Age for GMIB Rider on the GMIB Effective Date; or]
- [(2)] [the Annuitant is changed to an Eligible Spousal Beneficiary who was not younger than the Minimum Age for GMIB Rider on the [Spousal Continuation Date].]

If there is a change of Annuitant, this Rider will terminate if the recalculated Last Exercise Date is earlier than the date of the change of Annuitant.

Change of Owner:

If there is a change of Owner or an assignment of this Contract (in states where applicable), this Rider will terminate unless the Owner is changed under any of the circumstances described below:

- [(1)] [a spouse of the current Owner is added as an Owner and was not younger than the Minimum Age for GMIB Rider nor older than the Maximum Age for GMIB Rider on the effective date of the change of Owner; or]
- [(2)] [a spouse of the current Owner is removed as an Owner; or]
- [(3)] [as the result of the creation or termination of a trust, the life (or lives) upon which payment of the GMIB Amount is based has not changed; or]
- [(4)] [an Eligible Spousal Beneficiary becomes the Owner while this Rider is still available and was not younger than the Minimum Age for GMIB Rider on the [Spousal Continuation Date].]

No Lapse Guarantee:

Provided that the sum of all withdrawals from [subaccounts] other than Excluded Accounts has not exceeded the No Lapse Guarantee Withdrawal Limit (described below) during each Contract Year following the GMIB Effective Date [prior to the First Exercise Anniversary Date], the following will occur on any date the Account Value is reduced to zero:

- (1) an Annuity Date no earlier than the next Contract Anniversary will be set; and
- (2) the GMIB Base less any applicable premium taxes as of such date will be applied to the GMIB Annuity Option Payout Rates for the Annuity Option You select based on the age and sex (where permissible) of the Annuitant; and
- (3) all riders attached to the Base Contract will terminate.

Any withdrawal which causes total withdrawals in any Contract Year to exceed the No Lapse Guarantee Withdrawal Limit will irrevocably terminate the No Lapse Guarantee.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

No Lapse Guarantee Withdrawal Limit: For each Contract Year, the No Lapse Guarantee Withdrawal Limit is [6]% of the GMIB Roll-Up Base attributable to the beginning of the Contract Year.

[If We receive written notification that You are required to take withdrawals from Your Contract to satisfy the RMD rules under Section 401(a)(9) of the Internal Revenue Code and if We determine that the RMD for Your Contract exceeds [6]% times GMIB Roll-Up Base attributable to the beginning of the Contract Year, the No Lapse Guarantee Withdrawal Limit will be extended to such RMD amount.]

GMIB Charge:

	<u>Current</u>	<u>Maximum</u>
GMIB Charge Percentage:	[0.75% annually]	[1.20% annually]

[The GMIB Charge is calculated on each Monthiversary as follows:

- (i) the GMIB Base is determined on the Monthiversary;
- (ii) that amount is multiplied by the current GMIB Charge Percentage;
- (iii) the resulting amount is divided by 12.

The sum of the GMIB Charges calculated on each of the three preceding Monthaversaries is deducted from the Contract Value on each Quarterversary.

If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthaversary or Quarterversary for purposes of calculating and deducting GMIB Charges.

If the GMIB Rider is terminated other than on a Quarterversary, We will deduct from the Contract Value the pro-rata portion of any GMIB Charges calculated on any prior Monthaversary but not yet collected.]

[The GMIB Charge is deducted from each [subaccount] in the ratio of Your interest in each [subaccount] to Your [Account Value] on the date the charge is collected.]

The [Contract Value and] Surrender Value [are] reduced by any GMIB Charges calculated but not yet collected.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE

GMDB Type: Return of Premium (GMIB Rider version)

GMDB Effective Date: [May 1, 2008]

Maximum Age for GMDB Rider: [80]

GMDB Base:

The GMDB Base is equal to (a) plus (b) minus (c) where:

- (a) is the amount of [Initial Premium] allocated to any [subaccounts], other than Excluded Accounts, on the GMDB Effective Date;
- (b) is the sum of all Additional Premiums allocated to, and all amounts transferred from Excluded Accounts into, any [subaccounts] other than Excluded Accounts, since the GMDB Effective Date; and
- (c) is the sum of all "adjusted" withdrawals from, and all amounts transferred into Excluded Accounts from, any [subaccounts] other than Excluded Accounts, since the GMDB Effective Date.

Each "adjusted" withdrawal from other than Excluded Accounts is equal to the amount of such withdrawal multiplied by an adjustment factor.

If the GMIB Rider is in effect, the adjustment factor is defined as follows:

- (1) if the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, is less than or equal to [6]% times GMIB Roll-Up Base attributable to the beginning of the Contract Year (as defined in the GMIB Rider), the adjustment factor is 1.0; or
- (2) if the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, is greater than [6]% times GMIB Roll-Up Base attributable to the beginning of the Contract Year (as defined in the GMIB Rider), the adjustment factor is (a) divided by (b) where:
 - (a) is the GMDB Base immediately prior to such withdrawal; and
 - (b) is the [Account Value] minus any amounts in Excluded Accounts immediately prior to such withdrawal.

[Required Minimum Distribution (RMD): If You are required to take withdrawals from Your Contract to satisfy the RMD rules under Section 401(a)(9) of the Internal Revenue Code You must notify Us in writing.

If We receive such written notification and if We determine that the RMD for Your Contract is greater than [6]% times GMIB Roll-Up Base attributable to the beginning of the Contract Year, then the adjustment factor will be 1.0 if cumulative withdrawals for that Contract Year, including the requested withdrawal, do not exceed the RMD.]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

If the GMIB Rider has terminated due to expiration of the Exercise Period on the Last Exercise Date, the adjustment factor is (a) divided by (b), where:

- (a) is the GMDB Base immediately prior to the withdrawal; and
- (b) is the [Account Value] minus any amounts in Excluded Accounts immediately prior to the withdrawal.

If the GMIB Rider is no longer in effect (other than due to expiration of the Exercise Period on the Last Exercise Date), this GMDB Rider will terminate on the date the GMIB Rider is cancelled.

Excluded Accounts:

[None]

We reserve the right to add or delete a [subaccount] from the list of Excluded Accounts if such [subaccount] is added or deleted as an investment option.

Death Benefit Determination Date:

The Death Benefit will be determined as of [the date We receive Due Proof of Death of the Owner (the first Owner to die if the contract has Co-Owners) at Our Service Center]. If the Contract has more than one Beneficiary, the Death Benefit will be determined as of [the date We receive Due Proof of Death from each Beneficiary].

Death Benefit Limitation:

[If an Owner dies within [90 days] of the GMDB Effective Date or within [6 months] of the date of a change of Owner where the life upon which payment of the Death Benefit is based has changed (unless under the Spousal Beneficiary Continuation Option), the Death Benefit will be limited to payment of the Contract Value.]

Change of Owner:

If there is a change of Owner, this Rider will terminate unless the Owner is changed under any of the circumstances described below:

- [(1)] [a spouse of the current Owner is added as an Owner and was not older than the Maximum Age for GMDB Rider on the effective date of the change of Owner; or]
- [(2)] [a spouse of the current Owner is removed as an Owner; or]
- [(3)] [as the result of the creation or termination of a trust, the life (or lives) upon which payment of the Death Benefit is based has not changed; or]
- [(4)] [an Eligible Spousal Beneficiary becomes the Owner and was not older than the Maximum Age for GMDB Rider on the [Spousal Continuation Date].]

If this Rider continues in effect following a change of Owner (other than as the result of the Spousal Beneficiary Continuation Option), the GMDB Base will be reset to equal the Contract Value, if lower, on the effective date of the change of Owner.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

Allocation Guidelines and Restrictions:

[Unless You agree to participate in another investment program which We may make available to satisfy the Allocation Guidelines and Restrictions, You must participate in a [quarterly] Rebalancing Program and provide Us with written instructions that comply with the following:

- (1) You must allocate at least [40%], but not more than [70%] of Your total allocations among [subaccounts] in the following Investment Categories:
 - [Large Cap]
 - [Mid Cap]
 - [Small Cap]
 - [International]
- (2) You must allocate no more than [40%] of Your total allocations among the following Investment Categories:
 - [Small Cap]
 - [International]
 - [Alternative]
 - [Money Market]
- (3) You must allocate the remaining amounts among the other Investment Categories so Your total allocations equal 100%.
- (4) You must choose a periodic Rebalancing Date [from the 1st through the 28th day of the month].
- (5) You must schedule Your first Rebalancing Date to begin within [95] days from the GMDB Effective Date.
- (6) You agree to furnish new allocation instructions that comply with (1) – (3) above prior to any future closure or elimination of a [subaccount] in which You are invested.

You may request to change Your instructions while this Rider is in effect provided that each request complies with (1) – (4) above.

On each [quarterly] Rebalancing Date, We automatically reallocate Your [Account Value] to maintain the percentage allocation among the [subaccounts] that You have selected.

You must allocate any additional Premiums in accordance with the [subaccounts] and percentages You have selected.

You may request to transfer among [subaccounts] while this Rider is in effect provided that each request results in an allocation of Your [Account Value] that complies with (1) and (2) above as of the end of the last Valuation Period preceding receipt of Your request.

Only pro-rata withdrawal requests affecting all [subaccounts] in which You are invested will be accepted while this Rider is in effect.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

[We reserve the right to impose additional limitations on Your ability to allocate to or make transfers involving any designated [subaccounts] made available in the future.]]

GMDB Charge:

	<u>Current</u>	<u>Maximum</u>
GMDB Charge Percentage:	[0.15% annually]	[0.40% annually]

[The GMDB Charge is calculated on each Monthaversary as follows:

- (i) the GMDB Base is determined on the Monthaversary;
- (ii) that amount is multiplied by the current GMDB Charge Percentage;
- (iii) the resulting amount is divided by 12.

The sum of the GMDB Charges calculated on each of the three preceding Monthaversaries is deducted from the Contract Value on each Quarterversary.

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthaversary or Quarterversary for purposes of calculating and deducting GMDB Charges.]

If the GMDB Rider is terminated other than on a Quarterversary, We will deduct from the Contract Value the pro-rata portion of any GMDB Charges calculated on any prior Monthaversary but not yet collected.]

[The GMDB Charge is deducted from each [subaccount] in the ratio of Your interest in each [subaccount] to Your [Account Value] on the date the charge is collected.]

The [Contract Value and] Surrender Value [are] reduced by any GMDB Charges calculated but not yet collected.

MERRILL LYNCH LIFE INSURANCE COMPANY

GUARANTEED MINIMUM DEATH BENEFIT (“GMDB”) RIDER

This Rider is part of the Contract to which it is attached (the “Base Contract”) and is subject to all the terms and conditions of the Base Contract. The provisions of this Rider control over any contrary provisions of the Base Contract.

This Rider is available only if, on the GMDB Effective Date, the Owner (and Co-Owner, if any) is not younger than the Minimum Age for GMDB Rider and is not older than the Maximum Age for GMDB Rider. The GMDB Effective Date and the Minimum Age and Maximum Age for the GMDB Rider are shown on the GMDB Rider page of the Contract Schedule (“GMDB Rider Schedule”).

If the Base Contract has Co-Owners, all references to “age” refer to the oldest Owner’s age. If the Owner is a non-natural person, all references to Owner shall mean Annuitant. As described on the GMDB Rider Schedule, restrictions may apply to Owners and Annuitants.

You may not cancel this Rider. It can only be terminated as described in the Termination Provision of this Rider.

This Rider amends the Base Contract as follows:

Section 7.1.2 of the Base Contract is replaced in its entirety by the following:

7.1.2 DEATH BENEFIT AMOUNT: The Death Benefit during the Accumulation Period is equal to the greater of:

- (i) the Contract Value; or
- (ii) the GMDB Base plus the value of Your interest in any Excluded Accounts.

The amount of the GMDB Base is determined as described on the GMDB Rider Schedule.

Excluded Accounts are shown on the GMDB Rider Schedule.

The Death Benefit is determined on the Death Benefit Determination Date described on the GMDB Rider Schedule.

The Death Benefit may be limited if the conditions described under Death Benefit Limitation on the GMDB Rider Schedule apply.

If there is a change of Owner of the Base Contract and this Rider continues in effect, the period for calculating the GMDB Base may be reduced as described under GMDB Base on the GMDB Rider Schedule.

ALLOCATION GUIDELINES AND RESTRICTIONS: As described on the GMDB Rider Schedule, Allocation Guidelines and Restrictions will apply and We may periodically rebalance Your Account Value while this Rider is in effect.

GMDB CHARGE: The current and maximum GMDB Charge Percentage, how the charge is determined, and when and how it is collected are described on the GMDB Rider Schedule. The current GMDB Charge may change but it will never exceed the maximum GMDB Charge shown on the GMDB Rider Schedule.

TERMINATION: This Rider will terminate upon the earliest of:

- (i) a change of Owner resulting in termination as described under Change of Owner on the GMDB Rider Schedule; or
- (ii) application of all of the Annuity Value to an Annuity Option on the Annuity Date; or
- (iii) receipt of Due Proof of Death (unless from an Eligible Spousal Beneficiary who continues the Base Contract and qualifies for continuation of this Rider); or
- (iv) termination of the Base Contract.

MERRILL LYNCH LIFE INSURANCE COMPANY

By: 
Secretary

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE

GMDB Type: Greater of MAV & Roll-Up (GMIB Rider version)

GMDB Effective Date: [May 1, 2008]

Minimum Age for GMDB Rider: [45]

Maximum Age for GMDB Rider: [75]

Restrictions on Owners:

[Only spouses may be Co-Owners. If there are Co-Owners, they also must be Joint Annuitants. If the Owner is a non-natural person, a Co-Owner is not permitted.]

Restrictions on Annuitants:

[If the Owner is an individual natural person, then the Annuitant must be the Owner. Only spouses may be Joint Annuitants.]

GMDB Base:

The GMDB Base is used solely to determine the Guaranteed Minimum Death Benefit and does not establish or guarantee a Contract Value, cash value, or minimum return for any investment option.

The GMDB Base is the greater of the GMDB Maximum Anniversary Value (MAV) Base and the GMDB Roll-Up Base.

GMDB MAV Base: The GMDB MAV Base is equal to the greatest of the Anniversary Values.

An Anniversary Value is equal to (a) plus (b) minus (c), but not less than zero, where:

- (a) is the Contract Value (minus the value of any amounts in Excluded Accounts) on the GMDB Effective Date, and on each subsequent Contract Anniversary, is [the highest of] the Contract Value (minus the value of any amounts in Excluded Accounts) on such anniversary [or on any of the preceding eleven Monthaversaries]; and
- (b) is the sum of all Additional Premiums allocated to, and all amounts transferred from Excluded Accounts into, any [subaccounts] other than Excluded Accounts, since the date of the highest Contract Value (minus the value of any amounts in Excluded Accounts) used in the last Anniversary Value calculation; and
- (c) is the sum of all "adjusted" withdrawals from, and all amounts transferred into Excluded Accounts from, any [subaccounts] other than Excluded Accounts, since the date of the highest Contract Value (minus the value of any amounts in Excluded Accounts) used in the last Anniversary Value calculation.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

Each “adjusted” withdrawal is equal to the amount of such withdrawal from any [subaccounts] other than Excluded Accounts multiplied by (a) and divided by (b), where:

- (a) is the GMDB MAV Base immediately prior to the withdrawal; and
- (b) is the [Account Value] (minus any amounts in Excluded Accounts) immediately prior to the withdrawal.

[If the Contract Date falls on the 29th, 30th or 31st, for purposes of calculating Monthaversary Values, We will use the last day of the month for any month that does not have a corresponding Monthaversary.]

[In any Contract Year in which there is a change of Owner (other than as the result of either the removal of an Owner or exercise of the Spousal Beneficiary Continuation Option), only the Contract Value (minus any amounts in Excluded Accounts) on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Anniversary Value calculation.]

We will calculate an Anniversary Value on the GMDB Effective Date and on each Contract Anniversary thereafter through the earlier of the GMDB MAV Base Limitation Date and the Owner’s date of death (the first Owner to die if the Contract has Co-Owners).

The **GMDB MAV Base Limitation Date** is [the Contract Anniversary on or following the oldest Owner’s [85th] birthday.]

If there is a change of Owner and this Rider continues in effect, the GMDB MAV Base Limitation Date will be reset based on the new Owner’s age if the following two conditions apply:

- (i) on the GMDB Effective Date the new Owner was older than the Owner whose age was used to determine the GMDB MAV Base Limitation Date immediately prior to the change of Owner; and
- (ii) the GMDB MAV Base Limitation Date immediately prior to the change of Owner is later than the date of the change of Owner.

The GMDB MAV Base Limitation Date will not be reset to a date which is earlier than the date of the change of Owner.

GMDB Roll-Up Base: The GMDB Roll-Up Base is equal to (a) plus (b) minus (c), but not less than zero, where:

- (a) is the Contract Value on the GMDB Effective Date [plus any Additional Premium received prior to the earlier of the first withdrawal and the first Quartersversary following the GMDB Effective Date] allocated to any [subaccounts] other than Excluded Accounts, with interest compounded daily from the GMDB Effective Date at an annual rate of [6]%; and

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

- (b) is the sum of all Additional Premiums [received on or after the earlier of the first withdrawal and the first Quartersversary following the GMDB Effective Date] allocated to, and all amounts transferred from Excluded Accounts into, any [subaccounts] other than Excluded Accounts, since the GMDB Effective Date, with interest compounded daily from the Contract Anniversary on or following the effective date of each Additional Premium payment or transfer at an annual rate of [6]%; and
- (c) is the sum of all “adjusted” withdrawals from, and all amounts transferred into Excluded Accounts from, any [subaccounts] other than Excluded Accounts, since the GMDB Effective Date, with interest compounded daily from the Contract Anniversary on or following the effective date of each withdrawal or transfer at an annual rate of [6]%.

Each “adjusted” withdrawal is equal to the amount of such withdrawal from any [subaccounts] other than Excluded Accounts, multiplied by an adjustment factor:

- (1) if the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, is less than or equal to [6]% times GMDB Roll-Up Base attributable to the beginning of the Contract Year, the adjustment factor is 1.0; or
- (2) if the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, is greater than [6]% times GMDB Roll-Up Base attributable to the beginning of the Contract Year, the adjustment factor is (a) divided by (b) where:
 - (a) is GMDB Roll-Up Base immediately prior to such withdrawal; and
 - (b) is the [Account Value] less any amounts in Excluded Accounts, immediately prior to such withdrawal.

[Required Minimum Distribution (RMD): If You are required to take withdrawals from Your Contract to satisfy the RMD rules under Section 401(a)(9) of the Internal Revenue Code You must notify Us in writing.

If We receive such written notification and if We determine that the RMD for Your Contract is greater than [6]% times GMDB Roll-Up Base attributable to the beginning of the Contract Year, then the adjustment factor is 1.0 for any such withdrawal provided the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, does not exceed the RMD for Your Contract.]

For purposes of compounding interest in GMDB Roll-up Base above, such interest shall accrue until the earlier of the GMDB Roll-Up Base Limitation Date or the Owner’s date of death (the first Owner to die if the Contract has Co-Owners). No interest shall accrue thereafter.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

The **GMDB Roll-Up Base Limitation Date** is the Contract Anniversary on or following the oldest Owner's [85th] birthday.]

If there is a change of Owner and this Rider continues in effect, the GMDB Roll-Up Base Limitation Date will be reset based on the new Owner's age if the following two conditions apply:

- (i) on the GMDB Effective Date the new Owner was older than the Owner whose age was used to determine the GMDB Roll-Up Base Limitation Date immediately prior to the change of Owner; and
- (ii) the GMDB Roll-Up Base Limitation Date immediately prior to the change of Owner is later than the date of the change of Owner.

The GMDB Roll-Up Base Limitation Date will not be reset to a date which is earlier than the date of the change of Owner.

[Optional Reset:

On each Contract Anniversary up to and including the Contract Anniversary on or following the oldest Annuitant's [75th] Birthday, the Owner can request that the GMDB Roll-Up Base be reset to equal the GMDB MAV Base on such Anniversary, if higher. The GMIB Roll-Up Base in the related GMIB Rider must also be requested to be reset at the same time. The Owner's request must be by written notification to Our Service Center and must be received no later than [30] days following such Anniversary. We may permit the Owner to make a single election of Optional Resets in the two Riders for a number of consecutive years.]

If the related GMIB Rider is no longer in effect (other than due to expiration of the Exercise Period on the Last Exercise Date), this GMDB Rider will terminate on the date the GMIB Rider is cancelled.

Excluded Accounts:

[None]

We reserve the right to add or delete a [subaccount] from the list of Excluded Accounts if such [subaccount] is added or deleted as an investment option.

Death Benefit Determination Date:

The Death Benefit will be determined as of [the date We receive Due Proof of Death of the Owner (the first Owner to die if the Contract has Co-Owners) at Our Service Center. If the Contract has more than one Beneficiary, the Death Benefit will be determined as of the date We receive Due Proof of Death from each Beneficiary.]

Death Benefit Limitation:

[If an Owner dies within [90 days] of the GMDB Effective Date or within [6 months] of the date of a change of Owner where the life upon which payment of the Death Benefit is based has changed (unless under the Spousal Beneficiary Continuation Option), the Death Benefit will be limited to payment of the Contract Value.]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

Change of Owner:

If there is a change of Owner or an assignment of this Contract (in states where applicable), this Rider will terminate unless the Owner is changed under any of the circumstances described below:

- [(1)] [a spouse of the current Owner is added as an Owner and was not younger than the Minimum Age for GMDB Rider nor older than the Maximum Age for GMDB Rider on the effective date of the change of Owner; or]
- [(2)] [a spouse of the current Owner is removed as an Owner; or]
- [(3)] [as the result of the creation or termination of a trust, the life (or lives) upon which payment of the GMDB Amount is based has not changed; or]
- [(4)] [an Eligible Spousal Beneficiary becomes the Owner while this Rider is still available and was not older than the Maximum Age for GMDB Rider on the [Spousal Continuation Date].]

Allocation Guidelines and Restrictions:

[Unless You agree to participate in another investment program which We may make available to satisfy the Allocation Guidelines and Restrictions, You must participate in a [quarterly] Rebalancing Program and provide Us with written instructions that comply with the following:

- (1) You must allocate at least [40]%, but not more than [70]% of Your total allocations among [subaccounts] in the following Investment Categories:
 - [Large Cap]
 - [Mid Cap]
 - [Small Cap]
 - [International]
- (2) You must allocate no more than [40]% of Your total allocations among the following Investment Categories:
 - [Small Cap]
 - [International]
 - [Alternative]
 - [Money Market]
- (3) You must allocate the remaining amounts among the other Investment Categories so Your total allocations equal 100%.
- (4) You must choose a periodic Rebalancing Date [from the 1st through the 28th day of the month.]
- (5) You must schedule Your first Rebalancing Date to begin within [95] days from the GMDB Effective Date.
- (6) You agree to furnish new allocation instructions that comply with (1) – (3) above prior to any future closure or elimination of a [subaccount] in which You are invested.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

You may request to change Your instructions while this Rider is in effect provided that each request complies with (1) – (4) above.

On each [quarterly] Rebalancing Date, We will automatically reallocate Your [Account Value] to maintain the percentage allocation among the [subaccounts] that You have selected.

You must allocate any additional Premiums in accordance with the [subaccounts] and percentages You have selected.

You may request to transfer among [subaccounts] while this Rider is in effect provided that each request results in an allocation of Your [Account Value] that complies with (1) and (2) above as of the end of the last Valuation Period preceding receipt of Your request.

Only pro-rata withdrawal requests affecting all [subaccounts] in which You are invested will be accepted while this Rider is in effect.

[We reserve the right to impose additional limitations on Your ability to allocate to or make transfers involving any designated [subaccounts] made available in the future.]]

GMDB Charge:

	<u>Current</u>	<u>Maximum</u>
GMDB Charge Percentage:	[0.65% annually]	[1.20% annually]

[The GMDB Charge is calculated on each Monthaversary as follows:

- (i) the GMDB Base is determined on the Monthaversary;
- (ii) that amount is multiplied by the current GMDB Charge Percentage;
- (iii) the resulting amount is divided by 12.

The sum of the GMDB Charges calculated on each of the three preceding Monthaversaries is deducted from the Contract Value on each Quarterversary.

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthaversary or Quarterversary for purposes of calculating and deducting GMDB Charges.]

If the GMDB Rider is terminated other than on a Quarterversary, We will deduct from the Contract Value the pro-rata portion of any GMDB Charges calculated on any prior Monthaversary but not yet collected.]

[The GMDB Charge is deducted from each [subaccount] in the ratio of Your interest in each [subaccount] to Your [Account Value] on the date the charge is collected.]

The [Contract Value and] Surrender Value [are] reduced by any GMDB Charges calculated but not yet collected.

MERRILL LYNCH LIFE INSURANCE COMPANY

GMIB ANNUITY OPTION PAYOUT RATES
Amount of Monthly Payment per \$1000 of GMIB Base

Annuity payout rates are based on the Annuity 2000 Table, using projection scale G with a 5-year age setback, and interest at an annual rate of 2½%. Information for ages not shown will be furnished upon request.

OPTION 1: LIFE ANNUITY

Age of Annuitant	Female	Male	Age of Annuitant	Female	Male	Age of Annuitant	Female	Male
50	2.98	3.13	62	3.57	3.83	74	4.75	5.24
51	3.02	3.17	63	3.64	3.91	75	4.90	5.41
52	3.06	3.22	64	3.71	4.00	76	5.06	5.60
53	3.10	3.27	65	3.79	4.09	77	5.24	5.79
54	3.14	3.32	66	3.87	4.18	78	5.42	6.00
55	3.18	3.37	67	3.96	4.29	79	5.62	6.22
56	3.23	3.43	68	4.05	4.40	80	5.84	6.46
57	3.28	3.48	69	4.15	4.52	81	6.07	6.71
58	3.33	3.55	70	4.26	4.64	82	6.33	6.98
59	3.39	3.61	71	4.37	4.78	83	6.60	7.27
60	3.45	3.68	72	4.49	4.92	84	6.89	7.58
61	3.51	3.75	73	4.62	5.08	85	7.20	7.92

OPTION 2: LIFE ANNUITY WITH PAYMENTS GUARANTEED FOR 10 YEARS

Age of Annuitant	Female	Male	Age of Annuitant	Female	Male	Age of Annuitant	Female	Male
50	2.98	3.12	62	3.56	3.80	74	4.66	5.05
51	3.01	3.16	63	3.62	3.87	75	4.80	5.20
52	3.05	3.21	64	3.69	3.96	76	4.94	5.34
53	3.09	3.26	65	3.77	4.04	77	5.08	5.49
54	3.13	3.31	66	3.84	4.13	78	5.24	5.65
55	3.18	3.36	67	3.93	4.23	79	5.40	5.81
56	3.22	3.41	68	4.02	4.33	80	5.57	5.98
57	3.27	3.47	69	4.11	4.44	81	5.75	6.15
58	3.32	3.53	70	4.21	4.55	82	5.93	6.33
59	3.38	3.59	71	4.31	4.67	83	6.13	6.51
60	3.43	3.66	72	4.42	4.79	84	6.32	6.69
61	3.49	3.72	73	4.54	4.92	85	6.52	6.88

OPTION 3: JOINT AND SURVIVOR LIFE ANNUITY

Female Age	Male Age							
	50	55	60	65	70	75	80	85
50	2.79	2.84	2.89	2.92	2.94	2.95	2.96	2.97
55	2.87	2.95	3.01	3.07	3.11	3.14	3.15	3.17
60	2.93	3.04	3.15	3.23	3.30	3.36	3.39	3.41
65	2.99	3.13	3.27	3.41	3.52	3.62	3.68	3.73
70	3.04	3.20	3.39	3.58	3.76	3.91	4.03	4.12
75	3.07	3.26	3.48	3.73	3.98	4.23	4.45	4.61
80	3.09	3.30	3.55	3.85	4.19	4.55	4.90	5.20
85	3.11	3.33	3.60	3.94	4.36	4.83	5.34	5.84

OPTION 4: JOINT AND SURVIVOR LIFE ANNUITY WITH PAYMENTS GUARANTEED FOR 10 YEARS

Female Age	Male Age							
	50	55	60	65	70	75	80	85
50	2.79	2.84	2.89	2.92	2.94	2.95	2.96	2.97
55	2.87	2.95	3.01	3.07	3.11	3.14	3.15	3.16
60	2.93	3.04	3.15	3.23	3.30	3.35	3.39	3.41
65	2.99	3.13	3.27	3.41	3.52	3.61	3.68	3.72
70	3.04	3.20	3.39	3.57	3.75	3.91	4.03	4.11
75	3.07	3.26	3.48	3.72	3.98	4.22	4.43	4.59
80	3.09	3.30	3.55	3.85	4.18	4.53	4.86	5.14
85	3.10	3.33	3.60	3.93	4.34	4.80	5.27	5.72

MERRILL LYNCH LIFE INSURANCE COMPANY

GMIB ANNUITY OPTION PAYOUT RATES
Amount of Monthly Payment per \$1000 of GMIB Base

Annuity payout rates are based on the Annuity 2000 Table, using projection scale G with a 5-year age setback, and interest at an annual rate of 2½%. Information for ages not shown will be furnished upon request.

OPTION 1: LIFE ANNUITY

Age of Annuitant	Rate	Age of Annuitant	Rate	Age of Annuitant	Rate
50	3.03	62	3.65	74	4.90
51	3.06	63	3.72	75	5.06
52	3.11	64	3.80	76	5.22
53	3.15	65	3.88	77	5.40
54	3.19	66	3.97	78	5.60
55	3.24	67	4.06	79	5.80
56	3.29	68	4.16	80	6.02
57	3.34	69	4.26	81	6.26
58	3.40	70	4.37	82	6.52
59	3.46	71	4.49	83	6.80
60	3.52	72	4.62	84	7.09
61	3.58	73	4.75	85	7.41

OPTION 2: LIFE ANNUITY WITH PAYMENTS GUARANTEED FOR 10 YEARS

Age of Annuitant	Rate	Age of Annuitant	Rate	Age of Annuitant	Rate
50	3.02	62	3.63	74	4.78
51	3.06	63	3.70	75	4.92
52	3.10	64	3.77	76	5.06
53	3.14	65	3.85	77	5.21
54	3.19	66	3.93	78	5.36
55	3.23	67	4.02	79	5.53
56	3.28	68	4.11	80	5.70
57	3.33	69	4.21	81	5.87
58	3.39	70	4.31	82	6.06
59	3.44	71	4.42	83	6.24
60	3.50	72	4.53	84	6.44
61	3.56	73	4.66	85	6.63

OPTION 3: JOINT AND SURVIVOR LIFE ANNUITY

Age of Annuitant	Age of Annuitant							
	50	55	60	65	70	75	80	85
50	2.78	2.84	2.90	2.94	2.97	2.99	3.00	3.01
55	2.84	2.93	3.01	3.08	3.13	3.17	3.20	3.22
60	2.90	3.01	3.13	3.23	3.32	3.39	3.44	3.47
65	2.94	3.08	3.23	3.38	3.52	3.64	3.73	3.79
70	2.97	3.13	3.32	3.52	3.72	3.91	4.07	4.19
75	2.99	3.17	3.39	3.64	3.91	4.19	4.45	4.66
80	3.00	3.20	3.44	3.73	4.07	4.45	4.84	5.21
85	3.01	3.22	3.47	3.79	4.19	4.66	5.21	5.77

OPTION 4: JOINT AND SURVIVOR LIFE ANNUITY WITH PAYMENTS GUARANTEED FOR 10 YEARS

Age of Annuitant	Age of Annuitant							
	50	55	60	65	70	75	80	85
50	2.78	2.84	2.90	2.94	2.97	2.99	3.00	3.01
55	2.84	2.93	3.01	3.08	3.13	3.17	3.20	3.21
60	2.90	3.01	3.13	3.23	3.32	3.39	3.44	3.47
65	2.94	3.08	3.23	3.38	3.52	3.64	3.72	3.78
70	2.97	3.13	3.32	3.52	3.72	3.91	4.06	4.17
75	2.99	3.17	3.39	3.64	3.91	4.18	4.44	4.64
80	3.00	3.20	3.44	3.72	4.06	4.44	4.82	5.15
85	3.01	3.21	3.47	3.78	4.17	4.64	5.15	5.66

9 Beneficiary Information - If the contract has co-owners, the surviving co-owner will be the primary beneficiary unless otherwise indicated below.

Full name (first, middle initial, last) Mary S. Doe	Relationship Wife	Birthdate (m/d/y) 6/30/55	Social Security or Tax ID number 431-00-0001	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percent 100
Address 123 Anystreet			City Anytown	State AR	Zip code 99999
Full name (first, middle initial, last)	Relationship	Birthdate (m/d/y)	Social Security or Tax ID number	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percent
Address			City	State	Zip code
Full name (first, middle initial, last)	Relationship	Birthdate (m/d/y)	Social Security or Tax ID number	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percent
Address			City	State	Zip code

If you need more space, use Section 15 or attach and sign a separate sheet.

10 Current Insurance Information - Do you have any existing life insurance or annuity contracts? Yes No

If yes, for the following states the "Important Notice: Replacement of Life Insurance or Annuities" must be completed: [AL, CO, HI, IA, LA, ME, MS, MT, NH, NM, NC, OH, RI, TX, UT, VA or WV].

Contract Replacement Information - Are any existing annuity or life insurance contract(s) being (or have any such contracts been) surrendered, lapsed, converted, borrowed against or otherwise reduced in value or replaced in connection with the purchase of this variable annuity or is any such action likely to occur?

Yes - Please provide details below. Additional state requirements may apply and the appropriate replacement paperwork must be included with this application. No

Company	Contract number	Issue date (m/d/y)	Original premium \$
Company	Contract number	Issue date (m/d/y)	Original premium \$

If this purchase replaces more than one annuity or life insurance contract, the contracts being replaced must have the same owner or, if this contract is to be held in a Merrill Lynch Custodial Retirement Plan IRA, the contracts being replaced must be for the benefit of the same individual. Non-qualified contracts cannot be combined with IRA or 403(b) contracts.

11 Guaranteed Living Benefit - You may elect ONE of the following guaranteed living benefits if the age requirements are met. There is an additional charge if a benefit is selected.

- Guaranteed Minimum Income Benefit (GMIB)**, known as [GOLD] – the annuitant and any joint annuitant must be under age [76]. Election of this benefit is irrevocable.
- Guaranteed Minimum Income Benefit (GMIB)**, known as [GOLD EXTRA] – the annuitant and any joint annuitant must be in the age range [45] through [75]. Only spouses may be joint annuitants. Election of this benefit is irrevocable.
- Guaranteed Minimum Withdrawal Benefit (GMWB)**, known as [GIF1] – the owner (annuitant, if non-natural owner) must be under age [81]. Co-owners (joint annuitants, if non-natural owner) are not permitted. This benefit may be added or cancelled on specified future dates.
Include the optional [Income Enhancement Benefit] Yes No
- Guaranteed Minimum Withdrawal Benefit (GMWB)**, known as [GIF2] – you and any co-owner (annuitant and any joint annuitant, if non-natural owner) must be under age [81]. Only spouses may be co-owners (joint annuitants, if non-natural owner). This benefit may be added or cancelled on specified future dates.
Include the optional [Income Enhancement Benefit] Yes No

12 Guaranteed Minimum Death Benefit (GMDB) – If you and any co-owner (annuitant and any joint annuitant, if non-natural owner) meet the age requirements noted below, you may select ONE of the following GMDB options.

A GMDB cannot be added or changed after the contract is issued. There is an additional charge if a GMDB is selected.

- Return of Premium GMDB (standard version)** - no dollar-for-dollar withdrawals – must be under age [81].
- Maximum Anniversary Value (MAV) GMDB** – must be under age [76].
- Roll-Up GMDB** – must be under age [76].
- Greater of MAV & 5% Roll-Up GMDB** – must be under age [76].

Alternatively, if you selected a [GOLD EXTRA] or [GIF1] or [GIF2] Guaranteed Living Benefit in question 11 above, then ONE of the following GMDB options may be selected in conjunction with your Guaranteed Living Benefit.

- Return of Premium GMDB** (with limited dollar-for-dollar withdrawals – available only with [GOLD EXTRA] GMIB)
- Return of Premium GMDB** (with limited dollar-for-dollar withdrawals – available only with [GIF1] or [GIF2] GMWB)
- Greater of MAV & 6% Roll-Up GMDB** (available only with [GOLD EXTRA] GMIB)

If no GMDB is selected, the contract will be issued with a death benefit equal to the contract value.

13 Additional Death Benefit (ADB) - If you and any co-owner (annuitant and any joint annuitant, if non-natural owner) are under age [76], would you like to elect the Additional Death Benefit?

- Yes** - Election of this benefit is irrevocable. There is an additional charge for this benefit.
 No - This benefit cannot be added after the contract is issued.

14 Tax Equity and Fiscal Responsibility Act Notice. (The following disclosure is not applicable to 403(b) contracts, to Merrill Lynch Custodial IRA plans, nor to Merrill Lynch Custodial Roth IRA plans.)

Withdrawals are subject to federal income tax withholding unless you choose not to have tax withheld. Withholding applies only to the taxable portion of your withdrawal. If you choose not to have tax withheld, or you do not have enough tax withheld, you may have to pay estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient. In addition, some states require state taxes to be withheld when federal taxes are withheld. If you live in one of these states, we will withhold state taxes as required by your state.

If you do not check a box, we will withhold tax from your withdrawals at the rate of 10%.

- No income tax to be withheld
 Income tax to be withheld at _____ % (use whole percentage)

15 Please note any additional information or instructions here. If you need more space, sign and attach a separate sheet.

16 State Acknowledgement. The following states require you to acknowledge the information below that pertains to your specific state. Check the appropriate box for your resident state, sign and date in Section 17.

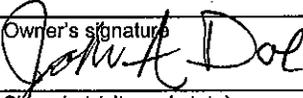
- Arkansas** - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- Colorado** - It is unlawful to knowingly 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** - **WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.**
- Hawaii** - For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.
- Louisiana** - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- Maine** - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
- New Mexico** - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.
- Ohio** - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
- Oklahoma** - **WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- Tennessee** - 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.
- Virginia** - 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.
- 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.]

17 Your Signature(s) verifies that:

- You have read the above statements and represent that they are complete and true to the best of your knowledge.
- You have received a current prospectus prior to purchasing this contract and determined that the variable annuity applied for meets your specific financial objectives and circumstances.
- You understand that this product is a long term investment designed to meet specific insurance-related needs and financial goals.
- You understand that the contract value will increase or decrease depending on the performance of the various investment options you select and the contract fees and charges. As a result, your contract value could be less than the premiums you pay, even if no withdrawals are made. There is no guaranteed minimum contract value.
- You understand that if the owner dies before the annuity date and you have elected a Guaranteed Minimum Death Benefit (GMDB), we will pay a death benefit equal to the greater of the contract value and the GMDB. The death benefit may increase or decrease but will never fall below the GMDB.
- You understand that neither a Guaranteed Minimum Income Benefit (GMIB), nor a Guaranteed Minimum Withdrawal Benefit (GMWB) guarantees a contract value, surrender value, minimum death benefit, or minimum investment return for any investment option.
- You understand that a GMIB guarantees a future income stream. GMIB payments are based on conservative annuity payout factors and should be regarded as a safety net only.
- You understand that, if this is a qualified contract, and you have elected a GMIB, you may be required to take minimum distributions before you are able to annuitize under the GMIB rider.
- You understand that, if this is a qualified contract, and you have elected a GMIB, GMWB or a GMDB and are under age 70½, you may be required to take minimum distributions in the future to satisfy IRS requirements, and that such required minimum distributions may reduce the GMIB Base, the GMWB Guaranteed Lifetime Amount (GLA), the GMWB Base and the GMDB Base.
- You understand that you must notify us prior to taking a withdrawal to satisfy your minimum distribution requirement.
- You understand that, for qualified contracts, if you are age 70½ or older and must take annual required minimum distributions, and wish to take such distributions from this contract, the free withdrawal amount permitted under this contract may not be sufficient to satisfy the minimum distribution requirement.
- You understand that, if this contract is being purchased as a tax qualified annuity, the tax advantages provided by a variable annuity (i.e. tax-deferral) are already available with tax qualified plans, including IRAs, and that you purchased this contract for the features and benefits it provides, such as optional guaranteed benefits and/or other investment features.
- You understand that the actuarial present value of any guaranteed benefit which you have elected may increase the amount of any required minimum distributions.
- You understand that election of any GMIB, GMWB, GMDB, or the Additional Death Benefit (ADB), will each result in an additional charge.
- You understand that a GMIB, a GMDB, or the ADB, are each irrevocable and may not be added after the Contract is issued.
- You understand that Allocation Guidelines and Restrictions may apply if you have elected an optional guaranteed benefit.

Under penalty of perjury you certify that:

1. Your Social Security or Tax ID number(s) indicated on page 1 are correct;
 2. You are not subject to backup withholding because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding (You are required to cross out this statement if you have been notified by the IRS that you are subject to backup withholding.); and
 3. You are a U.S. person (including a U.S. resident alien).
- The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Owner's signature 	Date (m/d/y) 6/1/08	Co-Owner's signature	Date (m/d/y)
Signed at (city and state) Anytown, AR			

18 Financial Advisor's Verification - The Financial Advisor selling this annuity must complete and sign.

1. Has the current prospectus for this contract been given to the client? Yes No
2. Does the client have any existing life insurance or annuity contracts? Yes No
 If yes, for the following states the "Important Notice: Replacement of Life Insurance or Annuities" must be completed:
 [AL, CO, HI, IA, LA, ME, MS, MT, NH, NM, NC, OH, RI, TX, UT, VA or WV].
3. Are any existing annuity or life insurance contract(s) being (or have any such contracts been) surrendered, lapsed, converted, borrowed against or otherwise reduced in value or replaced in connection with this application or is any such action likely to occur? Yes No
4. I hereby certify that only sales materials approved by Merrill Lynch Life Insurance Company were used in this sale, and that copies of all sales materials used in this sale were left with the applicant. Yes No
5. If a [7 or 9] Year Surrender Charge Period is selected in Section 2, please choose one of the following commission choices. If no option is selected, your commission will default to Option 1. Option 1 Option 2 (level)

Financial Advisor's name (please print) John J. Producer	Financial Advisor's telephone number (987) 654-3210	State License I.D. # 12345
Financial Advisor's signature <i>John J. Producer</i>	Date (m/d/y) 6/1/08	FA or Pool authorizing number 192837

At Your Service
 Our business hours are
 8:30 a.m. to 6:00 p.m. Eastern
 time, Monday through Friday.

 Our automated voice response
 system is available 24 hours a
 day, 7 days a week.

**Merrill Lynch Life Insurance Company
 Service Center**

Our mailing address:
 [P. O. Box 44222]
 [Jacksonville, FL 32231-4222]

Our telephone number: [1-800-535-5549]

Our address for overnight mail:
 [4804 Deer Lake Drive East]
 [Jacksonville, FL 32246]

Our FAX number: [1-888-329-6544]

SERFF Tracking Number: MWSG-125437729 *State:* Arkansas
Filing Company: Merrill Lynch Life Insurance Company *State Tracking Number:* 38190
Company Tracking Number:
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MWSG-125437729 State: Arkansas
Filing Company: Merrill Lynch Life Insurance Company State Tracking Number: 38190
Company Tracking Number:
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 01/17/2008
Comments:
Attachment:
AR - Certification.pdf

Review Status:
Bypassed -Name: Application 01/17/2008
Bypass Reason: No policy form is being filed.
Comments:

Review Status:
Satisfied -Name: Life & Annuity - Actuarial Memo 01/17/2008
Comments:
Attachments:
Actuarial Memo ML112.pdf
Actuarial Memo ML114.pdf
Actuarial Memo ML115.pdf
Actuarial Memo ML103 GMIB ROP.pdf
Actuarial Memo ML103 CMB6.pdf

Review Status:
Satisfied -Name: Authorization Letter 02/13/2008
Comments:
Attachment:
Authorization Letter.pdf

Review Status:
Satisfied -Name: Statements of Variability 02/21/2008
Comments:
Attachments:
Statement of Variability ML112-5(4-08).pdf

SERFF Tracking Number: MWSG-125437729 State: Arkansas
Filing Company: Merrill Lynch Life Insurance Company State Tracking Number: 38190
Company Tracking Number:
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Statement of Variability ML112-5IE(4-08).pdf

Statement of Variability ML114-5.pdf

Statement Of Variability ML114-5IE.pdf

Statement of Variability ML103-5 GMIB ROP (4-08).pdf

Statement of Variability ML103 CMB6 and ML103-5 CMB6(4-08).pdf

Statement of Variability ML119.pdf

Statement Of Variability GMIB GOLD Extra ML115 4-2008 subm rev 2-21-08.pdf

SERFF Tracking Number: MWSG-125437729 State: Arkansas
Filing Company: Merrill Lynch Life Insurance Company State Tracking Number: 38190
Company Tracking Number:
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Review Status:

Satisfied -Name: Cover Letter

02/15/2008

Comments:

Attachment:

AR 2-15-08 Cover Letter.pdf

ARKANSAS CERTIFICATION

I, Frank Camp, Secretary, of Merrill Lynch Life Insurance Company, do hereby certify that the forms identified below comply with the Arkansas Rule and Regulation 19, Unfair Sex Discrimination in the Sale of Insurance, Arkansas Rule and Regulation 49, Life and Health Insurance Guaranty Association Notices, and Bulletin 11-88 in accordance with A.C.A §23-79-139, Required Policy Information.

MERRILL LYNCH LIFE INSURANCE COMPANY



Frank Camp, Secretary

<u>Form No.</u>	<u>Description</u>
·ML112-5(4/08)	Guaranteed Minimum Withdrawal Benefit Rider Schedule
ML112-5IE(4/08)	Guaranteed Minimum Withdrawal Benefit Rider Schedule
·ML114-5(4/08)	Guaranteed Minimum Withdrawal Benefit Rider Schedule
·ML114-5IE(4/08)	Guaranteed Minimum Withdrawal Benefit Rider Schedule
·ML115-5(4/08)	Guaranteed Minimum Income Benefit Rider Schedule
·ML103-5 GMIB ROP(4/08)	Guaranteed Minimum Death Benefit Rider Schedule
ML103 CMB6	Guaranteed Minimum Death Benefit Rider
·ML103-5 CMB6(4/08)	Guaranteed Minimum Death Benefit Rider Schedule
ML115RT(4/08)	Annuity Option Payout Rate Tables
ML115URT(4/08)	Unisex Annuity Option Payout Rate Tables
ML119	Application

MERRILL LYNCH LIFE INSURANCE COMPANY
FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY

Demonstration of Compliance with Standard Nonforfeiture Law
Description of Statutory Reserving Methodology

This document is a further amendment to the previously submitted actuarial memorandum in support of policy forms ML112, ML112-5(7/05) and a subsequent amendment. These prior forms have been approved by the Insurance Department of this Jurisdiction.

This filing revises the eligible ages of the owner and co-owner to elect the GMWB rider; the Lifetime Income Percentage schedule; the calculation of the GMWB MAV Base and GMWB Roll-Up Base prior to the first withdrawal, and the Automatic Step-Up following the first withdrawal.

An optional Income Enhancement Benefit is also made available. A second otherwise identical Rider Schedule will be used when the Income Enhancement Benefit is selected.

The edition dates for the GMWB Rider Schedules have been updated to reflect these changes.

I. RIDER DESCRIPTION

ML112 (4/08): Guaranteed Minimum Withdrawal Benefit Rider

ML112-5 (4/08): GMWB Rider Schedule

ML112-5IE(4/08): GMWB Rider Schedule (with optional Income Enhancement Benefit)

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If the Owner is a natural person, then the Annuitant must equal the Owner (and if there is a Co-Owner, the Joint Annuitant must equal the Co-Owner). Only spouses may be Co-Owners and Joint Annuitants. If the Owner is a non-living entity such as a trust, then all references to Owner shall mean Annuitant. The Owner and Co-Owner, if any, must not be older than [80] on the effective date of the GMWB Rider.

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The Guaranteed Lifetime Withdrawal Amount (GLA) is equal to the Lifetime Income Percentage times the GMWB Base.

The Lifetime Income Percentage is determined at the time of the first withdrawal on or after the GMWB Effective Date as follows:

<u>Age of (Younger) Owner when first withdrawal is taken</u>	<u>Lifetime Income Percentage</u>
[0-54]	[0.0%]
[55-59]	[4.0%]
[60-69]	[5.0%]
[70-79]	[6.0%]
[80+]	[7.0%]

Actuarial Memorandum Amendment

Date

Page 2 of 5

GMWB Base

(2) *Prior to the first withdrawal after the GMWB Effective Date*

The GMWB Base is equal to the greater of the GMWB MAV Base and the GMWB Roll-Up Base.

GMWB MAV Base is equal to the “Maximum Anniversary Value” calculated as the greatest anniversary value for the Contract.

An anniversary value is equal to (a) plus (b) where:

- (a) is the GMWB Base on the GMWB Effective Date and on each Contract Anniversary thereafter, is the [highest] Contract Value on such Anniversary [or on any of the preceding eleven Monthaversaries]; and
- (b) is the sum of all Additional Premiums received following the date of the highest Contract Value used in the last Anniversary Value calculation [(other than any Additional Premium received prior to the first Quarterversary following the Contract Date)].

[In any Contract Year in which there is a change of Owner (other than as the result of either the removal of an Owner or exercise of the Spousal Beneficiary Continuation Option), only the Contract Value on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Anniversary Value calculation.]

GMWB Roll-Up Base is equal to the sum of (a) plus (b) where:

- (a) is the GMWB Base on the later of the GMWB Effective Date or the date of the most recent Automatic Roll-Up Reset with interest compounded daily at an annual rate of [5]%; and
- (b) is the sum of all Additional Premiums (other than any Additional Premium received prior to the first Quarterversary following the Contract Date) since the later of the GMWB Effective Date or the date of the most recent Automatic Roll-Up Reset with interest compounded daily from the effective date of each Additional Premium payment at an annual rate of [5]%.

Interest shall accrue until the earliest of the first withdrawal, the [10th] Contract Anniversary, or the date of GMWB Settlement.

Automatic Roll-Up Reset: On each of the first [10] Contract Anniversaries after the GMWB Effective Date and prior to the first withdrawal, the GMWB Roll-Up Base will reset to the greater of the current GMWB Roll-Up Base, or the GMWB MAV Base on such Anniversary.

Actuarial Memorandum Amendment

Date

Page 3 of 5

The Company reserves the right to not offer the GMWB Roll-Up Base.

(3) *On and after the first withdrawal after the GMWB Effective Date*

On each Contract Anniversary, if the Contract Value [or the highest of the previous eleven Monthiversary values, if any is higher than the Contract Value on the Contract Anniversary,] is greater than the GMWB Base, the GMWB Base will be increased to equal such higher value. This is known as an Automatic Step-Up.

[In any Contract Year in which there is an Excess Withdrawal or a change of Owner, only the Contract Value on the Anniversary, and not the preceding eleven Monthiversary values, will be used in the Automatic Step-Up calculation.]

The company reserves the right not to utilize Monthiversary Values in the calculation of Anniversary Values or in Automatic Step-Up calculations.

Optional Income Enhancement Benefit

For an additional charge this optional benefit can be chosen to provide additional income. After a 1-year waiting period, if an owner is confined to a hospital or nursing home, the Lifetime Income Percentage (LIP) Rate is doubled. The owner must be confined at least 180 of the last 365 days (elimination period). Pre-existing conditions are excluded. If the owner leaves the facility, the LIP reverts back to the standard rates and the owner must be confined at least 180 of the last 365 days for the LIP to double again – the waiting period does not restart. The additional income provided by this optional benefit applies to physical ailments and cognitive ailments, such as Alzheimer's. The Owner(s) must complete and submit appropriate paperwork, and provide proof of confinement on a yearly basis.

II. RIDER CHARGES AND CREDITS

ML112: Guaranteed Minimum Withdrawal Benefit Rider

ML112-5(4/08): GMWB Rider Schedule

GMWB Charge: Calculated on the Contract Date and each Monthaversary as $1/12^{\text{th}}$ the current GMWB Charge percentage multiplied by the GMWB Base.

	<u>Current</u>	<u>Maximum</u>
GMWB Charge Percentage:	[0.85%] annually	[1.50%] annually

ML112-5IE(4/08): GMWB Rider Schedule (with optional Income Enhancement Benefit)

GMWB Charge: Calculated on the Contract Date and each Monthaversary as $1/12^{\text{th}}$ the current GMWB Charge percentage multiplied by the GMWB Base.

	<u>Current</u>	<u>Maximum</u>
GMWB Charge Percentage:	[1.15%] annually	[2.00%] annually

CERTIFICATION OF COMPANY ACTUARY

POLICY FORMS

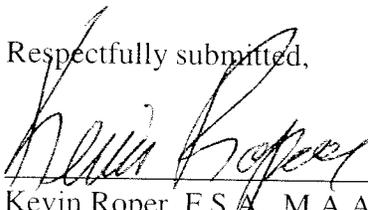
ML112(4/08)

ML112-5(4/08)

ML112-5IE(4/08)

I certify that to the best of my knowledge, the above-referenced policy forms are consistent with the laws and regulations of the Insurance Department of the Jurisdiction in which these policy forms are being filed.

Respectfully submitted,



Kevin Roper, F.S.A., M.A.A.A.
Merrill Lynch Life Insurance Company

Date

2/1/08

MERRILL LYNCH LIFE INSURANCE COMPANY

FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY

*Demonstration of Compliance with Standard Nonforfeiture Law
Description of Statutory Reserving Methodology*

This document is an amendment to a previously submitted actuarial memorandum in support of policy forms ML114, ML114-5(10/06). These forms have been approved by the Insurance Department of this Jurisdiction.

This filing revises the eligible ages of the owner to elect the GMWB rider; the Lifetime Income Percentage schedule; the calculation of the GMWB MAV and Roll-Up Bases prior to the first withdrawal, and the Automatic Step-Up following the first withdrawal.

An optional Income Enhancement Benefit is also made available. A second otherwise identical Rider Schedule will be used when the Income Enhancement Benefits is selected.

The edition dates for the GMWB Rider Schedules have been updated to reflect these changes.

I. RIDER DESCRIPTION

ML114: Guaranteed Minimum Withdrawal Benefit Rider

ML114-5(4/08): GMWB Rider Schedule

ML114-5IE(4/08): GMWB Rider Schedule (with optional Income Enhancement Benefit)

This optional Guaranteed Minimum Withdrawal Benefit (GMWB) Rider may be chosen on the Contract Date. Only one optional living benefit (GMWB or GMIB) may be chosen. The Owner must not be older than [80] on the effective date the GMWB Rider. *Co-Owners are not permitted while this Rider is in effect. If the Owner is a natural person, then the Annuitant must equal the Owner.* If the Owner is a non-living entity such as a trust, then all references to Owner shall mean Annuitant.

The Lifetime Income Percentage is determined at the time of the first withdrawal on or after the GMWB Effective Date as follows:

<u>Age of Owner when first withdrawal is taken</u>	<u>Lifetime Income Percentage</u>
[0-54]	[0.0%]
[55-59]	[4.0%]
[60-69]	[5.0%]
[70-79]	[6.0%]
[80+]	[7.0%]

Actuarial Memorandum Amendment

Date

Page 2 of 5

GMWB Base

(2) *Prior to the first withdrawal after the GMWB Effective Date*

The GMWB Base is equal to the greater of the GMWB MAV Base and the GMWB Roll-Up Base.

GMWB MAV Base is equal to the “Maximum Anniversary Value” calculated as the greatest anniversary value for the Contract.

An anniversary value is equal to (a) plus (b) where:

- (a) is the GMWB Base on the GMWB Effective Date and on each Contract Anniversary thereafter, is the [highest] Contract Value on such Anniversary [or on any of the preceding eleven Monthaversaries]; and
- (b) is the sum of all Additional Premiums received following the date of the highest Contract Value used in the last Anniversary Value calculation [(other than any Additional Premium received prior to the first Quarterversary following the Contract Date)].

[In any Contract Year in which there is a change of Owner (other than as the result of the Spousal Beneficiary Continuation Option), only the Contract Value on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Anniversary Value calculation.]

GMWB Roll-Up Base is equal to the sum of (a) plus (b) where:

- (a) is the GMWB Base on the later of the GMWB Effective Date or the date of the most recent Automatic Roll-Up Reset with interest compounded daily at an annual rate of [5]%; and
- (b) is the sum of all Additional Premiums (other than any Additional Premium received prior to the first Quarterversary following the Contract Date) since the later of the GMWB Effective Date or the date of the most recent Automatic Roll-Up Reset with interest compounded daily from the effective date of each Additional Premium payment at an annual rate of [5]%.

Interest shall accrue until the earliest of the first withdrawal, the [10th] Contract Anniversary, or the date of GMWB Settlement.

Automatic Roll-Up Reset: On each of the first [10] Contract Anniversaries after the GMWB Effective Date and prior to the first withdrawal, the GMWB Roll-Up Base will reset to the greater of the current GMWB Roll-Up Base, or the GMWB MAV Base on such Anniversary.

Actuarial Memorandum Amendment

Date

Page 3 of 5

The Company reserves the right to not offer the GMWB Roll-Up Base.

(3) On and after the first withdrawal after the GMWB Effective Date

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On each Contract Anniversary, if the Contract Value [or the highest of the previous eleven Monthaversary values, if any is higher than the Contract Value on the Contract Anniversary,] is greater than the GMWB Base, the GMWB Base will be increased to equal such higher value. This is known as an Automatic Step-Up.

[In any Contract Year in which there is an Excess Withdrawal or a change of Owner, only the Contract Value on the Anniversary, and not the preceding eleven Monthaversary values, will be used in the Automatic Step-Up calculation.]

The company reserves the right not to utilize Monthaversary Values in the calculation of Anniversary Values or in Automatic Step-Up calculations.

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Optional Income Enhancement Benefit

For an additional charge this optional benefit can be chosen to provide additional income. After a 1-year waiting period, if the owner is confined to a hospital or nursing home, the Lifetime Income Percentage (LIP) Rate is doubled. The owner must be confined at least 180 of the last 365 days (elimination period). Pre-existing conditions are excluded. If the owner leaves the facility, the LIP reverts back to the standard rates and the owner must be confined at least 180 of the last 365 days for the LIP to double again – the waiting period does not restart. The additional income provided by this optional benefit applies to physical ailments and cognitive ailments, such as Alzheimer’s. The Owner must complete and submit appropriate paperwork, and provide proof of confinement on a yearly basis.

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II. RIDER CHARGES AND CREDITS

ML114: Guaranteed Minimum Withdrawal Benefit Rider

ML114-5(4/08): GMWB Rider Schedule

GMWB Charge: Calculated on the Contract Date and each Monthaversary as $1/12^{\text{th}}$ the current GMWB Charge percentage multiplied by the GMWB Base.

	<u>Current</u>	<u>Maximum</u>
GMWB Charge Percentage:	[0.65%] annually	[1.25%] annually

ML114-5IE(4/08): GMWB Rider Schedule (with optional Income Enhancement Benefit)

GMWB Charge: Calculated on the Contract Date and each Monthaversary as $1/12^{\text{th}}$ the current GMWB Charge percentage multiplied by the GMWB Base.

	<u>Current</u>	<u>Maximum</u>
GMWB Charge Percentage:	[0.80%] annually	[1.55%] annually

CERTIFICATION OF COMPANY ACTUARY

POLICY FORMS

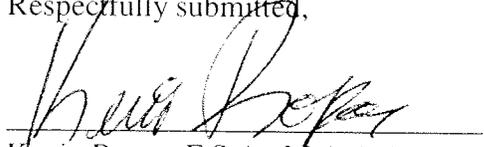
ML114(4/08)

ML114-5(4/08)

ML114-5IE(4/08)

I certify that to the best of my knowledge, the above-referenced policy forms are consistent with the laws of the Jurisdiction and the regulations of the Insurance Department of the Jurisdiction in which these policy forms are being filed.

Respectfully submitted,



Kevin Roper, F.S.A., M.A.A.A.

Merrill Lynch Life Insurance Company

2/1/08
Date

MERRILL LYNCH LIFE INSURANCE COMPANY
FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY

Demonstration of Compliance with Standard Nonforfeiture Law
Description of Statutory Reserving Methodology

This document is an amendment to a previously submitted actuarial memorandum in support of policy forms ML115, ML115-5(10/06). These forms have been approved by the Insurance Department of this Jurisdiction.

The filing revises the Maximum Issue Age, and the interest rate used in the calculation of the GMIB Roll-Up Base and the withdrawal adjustment factor.

The filing also incorporates new sets of Guaranteed Minimum GMIB Annuity Payout Rates based on more conservative actuarial assumptions.

The edition date for the Rate Tables and the GMIB Rider Schedule have been updated to reflect these changes.

I. RIDER DESCRIPTION

ML115: Guaranteed Minimum Income Benefit Rider

ML115RT(4/08) – Table of Sex Distinct Annuity Payout Rates

ML115URT(4/08) – Table of Unisex Annuity Payout Rates

Guaranteed Minimum GMIB payout rates (Male and Female or Unisex) are based on the **Annuity 2000 Table using projection scale G, a 5-year age setback and 2½% interest.**

ML115-5(4/08): GMIB Rider Schedule

This optional Guaranteed Minimum Income Benefit (GMIB) Rider may be chosen on the Contract Date and is irrevocable. Only one optional living benefit (GMIB or GMWB) may be chosen. The Annuitant(s) must not be younger than [45] nor older than [75] on the effective date the GMIB Rider. *Only spouses may be Co-Owners and Joint Annuitants. If the Owner is a natural person, then the Annuitant must equal the Owner (and if there is a Co-Owner, the Joint Annuitant must equal the Co-Owner).* If the Owner is a non-living entity such as a trust, then all references to Owner shall mean Annuitant.

GMIB Roll-Up Base is equal to (i) plus (ii) minus (iii), but not less than zero, where:

- (i) is the amount of Contract Value in investment options other than Excluded Accounts on the GMIB Effective Date plus any Additional Premiums allocated to investment options other than Excluded Accounts received prior to the earlier of the first withdrawal and the first Quartersversary following the GMIB Effective Date, with interest compounded daily from the GMIB Effective Date at an annual rate of [6%]; and

Actuarial Memorandum Amendment

Date

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- (ii) is the sum of all Additional Premiums received on or after the earlier of the first Quartersversary or first withdrawal following the GMIB Effective Date allocated to investment options other than Excluded Accounts plus net amounts transferred into investment options other than Excluded Accounts, with interest compounded daily from the Contract Anniversary on or following the date of such Additional Premium or transfer at an annual rate of [6%], and
- (iii) is the sum of “adjusted” withdrawals and net amounts transferred out of investment options other than Excluded Accounts, with interest compounded daily from the Contract Anniversary on or following the date of such withdrawal or transfer at an annual rate of [6%].

Each such “adjusted” withdrawal equals the amount withdrawn multiplied by an adjustment factor. The adjustment factor depends on the total of all withdrawals from investment options other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, as follows:

- If such total is less than or equal to [6%] times GMIB Roll-Up Base as of the previous Contract Anniversary, the adjustment factor is equal to 1.0.
- Otherwise, the adjustment factor is equal to GMIB Roll-Up Base divided by the Contract Value (minus any amounts in Excluded Accounts), where all amounts are determined immediately prior to the withdrawal.

The Company may redefine the adjustment factor in connection with withdrawals made pursuant to Required Minimum Distribution rules under Section 401(a)(9) of the Internal Revenue Code. If the Company receives written notification that a withdrawal is required to satisfy an RMD and determines that the RMD for the Contract is greater than [6%] of the GMIB Base as of the beginning of the current Contract Year (the “dollar-for-dollar limit”), the adjustment factor is 1.0 if cumulative withdrawals during the Contract Year, including the requested withdrawal, do not exceed the RMD for the Contract.

On each Contract Anniversary prior to the Contract Anniversary on or following the oldest Annuitant’s [75th] birthday, the Owner may choose to reset the GMIB Roll-Up Base to the current Contract Value, if greater. Upon such an optional reset, the first exercise period will also be reset to begin on the 10th Contract Anniversary following such optional reset. The Company may permit the Owner to elect automatic annual resets for up to 7 years or the attainment of age 75, if earlier.

A change of Annuitant will not reset the Last Exercise Date to a later date but it may be reset to an earlier date if the new Annuitant is older. Furthermore, a change of Annuitant (other than as a result of spousal continuation) will terminate the GMIB Rider if the new Annuitant was younger than [45] or older than [75] on the effective date.

II. POLICY CHARGES AND CREDITS

ML115: Guaranteed Minimum Income Benefit Rider

ML115-5(4/08) : Guaranteed Minimum Income Benefit Rider Schedule

GMIB Charge: Calculated on the Contract Date and each Monthaversary as $1/12^{\text{th}}$ the current GMIB Charge Percentage multiplied by the GMDB Base.

	<u>Current</u>	<u>Maximum</u>
GMIB Charge Percentage:	[0.75%] annually	[1.20%] annually

CERTIFICATION OF COMPANY ACTUARY

POLICY FORMS

ML115

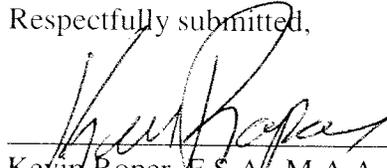
ML115RT(4/08)

ML115URT(4/08)

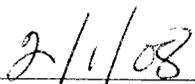
ML115-5(4/08)

I certify that to the best of my knowledge, the above-referenced policy forms are consistent with the laws of the Jurisdiction and the regulations of the Insurance Department of the Jurisdiction in which these policy forms are being filed.

Respectfully submitted,



Kevin Roper, F.S.A., M.A.A.A.
Merrill Lynch Life Insurance Company



Date

MERRILL LYNCH LIFE INSURANCE COMPANY

FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY

*Demonstration of Compliance with Standard Nonforfeiture Law
Description of Statutory Reserving Methodology*

This document is an amendment to a previously submitted actuarial memorandum in support of policy forms ML103, and a further amendment in support of GMDB Rider Schedule ML103-5 GMIB ROP(10/06). Those forms have been approved by the Insurance Department of this State or Jurisdiction.

This filing revises the interest rate utilized in the dollar-for-dollar treatment of withdrawals to correspond with the rate that is used under the revised GMIB Rider (policy form ML115). This version of the Return of Premium (ROP) GMDB Rider will only be available to Owners that elect the most recent GMIB Rider (policy form ML115). Owners electing the original GMIB Rider (policy form ML105) may not elect this version of the ROP GMDB.

The form number and edition date for this new version of the GMDB Rider Schedule have been updated to reflect this change.

I. RIDER DESCRIPTION

ML103-5 GMIB ROP(4/08): GMDB Rider Schedule

GMDB Base

The GMDB Base for the GMIB version of the Return of Premium GMDB is equal to (a) plus (b) minus (c), but not less than zero, where:

- (a) is the amount of Initial Premium allocated to investment options other than Excluded Accounts on the GMDB Effective Date; and
- (b) is the sum of Additional Premiums allocated to and amounts transferred into investment options other than Excluded Accounts after the GMDB Effective Date; and
- (c) is the sum of “adjusted” withdrawals and transfers from investment options other than Excluded Accounts after the GMDB Effective Date.

Each such “adjusted” withdrawal equals the amount withdrawn multiplied by an adjustment factor. The adjustment factor depends on the total of all withdrawals from investment options other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, as follows:

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If such total is less than or equal to [6%] times GMIB Roll-Up Base as of the previous Contract Anniversary, the adjustment factor is equal to 1.0.

Otherwise, the adjustment factor is equal to GMIB Roll-Up Base divided by the Account Value less any amounts in Excluded Accounts, where all amounts are determined immediately prior to the withdrawal.

The Company may redefine the adjustment factor in connection with withdrawals made pursuant to Required Minimum Distribution rules under Section 401(a)(9) of the Internal Revenue Code. If the Company receives written notification that a withdrawal is required to satisfy an RMD and determines that the RMD for the Contract is greater than [6%] of the GMIB Base as of the beginning of the current Contract Year (the "dollar-for-dollar limit"), the adjustment factor is 1.0 if cumulative withdrawals during the Contract Year, including the requested withdrawal, do not exceed the RMD for the Contract.

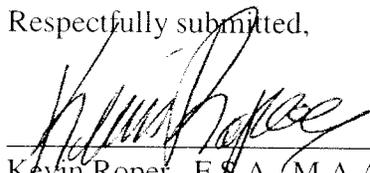
CERTIFICATION OF COMPANY ACTUARY

POLICY FORM

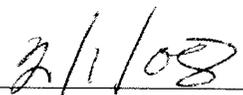
ML103-5 GMIB ROP(4/08)

I certify that to the best of my knowledge, the above-referenced policy form is consistent with the laws of the Jurisdiction and the regulations of the Insurance Department of the Jurisdiction in which this policy form is being filed.

Respectfully submitted,



Kevin Roper, F.S.A., M.A.A.A.
Merrill Lynch Life Insurance Company



Date

MERRILL LYNCH LIFE INSURANCE COMPANY

FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY

*Demonstration of Compliance with Standard Nonforfeiture Law
Description of Statutory Reserving Methodology*

This document is a supplement to the previously submitted actuarial memorandum in support of policy forms ML-VA-010 and ML-VA-010-5. This supplemental actuarial memo supports the Base Contract when amended by the indicated Rider.

I. POLICY DESCRIPTION

ML103 CMB6: Guaranteed Minimum Death Benefit Rider

ML103-5 CMB6(4/08) : Guaranteed Minimum Death Benefit Rider Schedule

ML107 Spousal Beneficiary Continuation Option Endorsement

Guaranteed Minimum Death Benefit (GMDB) Rider, form ML103 CMB6, is available only if, on the GMDB Effective Date, the Owner (and Co-Owner, if any) is not younger than [45] and is not older than [75], and provided that Guaranteed Minimum Income Benefit (GMIB) Rider, form ML115, is also selected.

For an additional annual charge, the GMDB Rider incorporates a Guaranteed Minimum Death Benefit (GMDB) into the death benefit calculation. Only spouses may be Co-Owners. If there are Co-Owners, they also must be Joint Annuitants. If the Owner is a non-natural person, a Co-Owner is not permitted. If the Owner is an individual natural person, then the Annuitant must be the Owner. Only spouses may be Joint Annuitants.

If an Annuitant or Joint Annuitant dies prior to annuitization, the Beneficiary is guaranteed to receive the greater of:

- (i) the GMDB Maximum Anniversary Value (MAV) Base; or
- (ii) the GMDB Roll-Up Base,

where all amounts are determined as of the date the company receives due proof of death.

The Death Benefit will be limited to Contract Value if an Owner dies within [90] days of the Contract Date or within [6 months] of an effective date of an Ownership change where the life upon which payment of the Death Benefit is based has changed (other than spousal continuation).

The GMDB Rider will terminate on the Annuity Date, upon full surrender of the Contract, or upon the termination of the related GMIB rider.

Actuarial Memorandum

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The GMDB MAV Base

The GMDB MAV Base is equal to the greatest anniversary value for the Contract.

An anniversary value is equal to (a) plus (b) minus (c), but not less than zero, where:

- (a) is the Contract Value (minus the value of any amounts in Excluded Accounts) on the GMDB Effective Date, and on each subsequent Contract Anniversary, is [the highest of] the Contract Value (minus the value of any amounts in Excluded Accounts) on such anniversary [or on any of the preceding eleven Monthaversaries]; and
- (b) is the sum of all Additional Premiums allocated to, and all amounts transferred from Excluded Accounts into investment options other than Excluded Accounts, since the date of the highest Contract Value (minus the value of any amounts in Excluded Accounts) used in the last Anniversary Value calculation; and
- (c) is the sum of all “adjusted” withdrawals from, and all amounts transferred into Excluded Accounts from investment options other than Excluded Accounts, since the date of the highest Contract Value (minus the value of any amounts in Excluded Accounts) used in the last Anniversary Value calculation.

An anniversary value is calculated for the GMDB Effective Date (the Contract Date) and each Contract Anniversary through the earlier of the Contract Anniversary on or following the oldest Owner’s [85th] birthday or the Contract Anniversary preceding an Owner’s date of death.

An “adjusted” withdrawal equals the amount of the withdrawal multiplied by the GMDB Base and then divided by the Contract Value minus any amounts in Excluded Accounts, where both amounts are determined immediately prior to the withdrawal.

The Company reserves the right not to utilize Monthaversary Values in the calculation of Anniversary Values.

The GMDB Roll-Up Base

GMDB Roll-Up Base is equal to (i) plus (ii) minus (iii), but not less than zero, where:

- (i) is the Contract Value on the GMDB Effective Date plus any Additional Premium received prior to the earlier of the first withdrawal and the first Quarterversary following the GMDB Effective Date allocated to investment options other than Excluded Accounts, with interest compounded daily from the GMDB Effective Date at an annual rate of [6]%; and
- (ii) is the sum of all Additional Premiums received on or after the earlier of the first withdrawal or the first Quarterversary following the GMDB Effective Date allocated to, and all amounts transferred into, investment options other than Excluded Accounts, since the GMDB Effective Date, with interest compounded daily from the Contract Anniversary on or following the effective date of each Additional Premium payment or transfer at an annual rate of [6]%; and

Actuarial Memorandum

Date:

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(iii) is the sum of all “adjusted” withdrawals from, and all amounts transferred from, investment options other than Excluded Accounts, since the GMDB Effective Date, with interest compounded daily from the Contract Anniversary on or following the effective date of each withdrawal or transfer at an annual rate of [6]%.

Each such “adjusted” withdrawal equals the amount withdrawn multiplied by an adjustment factor. The adjustment factor depends on the total of all withdrawals from investment options other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, as follows:

If such total is less than or equal to [6%] times GMDB Roll-Up Base as of the previous Contract Anniversary, the adjustment factor is equal to 1.0.

Otherwise, the adjustment factor is equal to GMDB Roll-Up Base divided by the Contract Value less any amounts in Excluded Accounts, where all amounts are determined immediately prior to the withdrawal.

The Company may redefine the adjustment factor in connection with withdrawals made pursuant to Required Minimum Distribution rules under Section 401(a)(9) of the Internal Revenue Code. If the Company receives written notification that a withdrawal is required to satisfy an RMD and determines that the RMD for the Contract is greater than [6%] of the GMDB Roll-Up Base as of the beginning of the current Contract Year (the “dollar-for-dollar limit”), the adjustment factor is 1.0 if cumulative withdrawals during the Contract Year, including the requested withdrawal, do not exceed the RMD for the Contract.

On each Contract Anniversary prior to the Contract Anniversary on or following the oldest Annuitant’s [75th] birthday, the Owner may choose to reset the GMDB Roll-Up Base to the current Contract Value, if greater. The Company may permit the Owner to elect automatic annual resets for up to 7 years or the attainment of age 75, if earlier.

Interest shall compound until the earlier of the Contract Anniversary on or following the oldest Owner’s [85th] birthday or the Contract Anniversary preceding an Owner’s date of death.

There are currently no investment options classified as Excluded Accounts. However, the company reserves the right to add to, or delete from, the Excluded Account list if investment options are added or deleted in the future.

ML107 Spousal Beneficiary Continuation Option Endorsement

This Endorsement is issued automatically on the Contract Date if the GMDB Rider is chosen and enables an Eligible Spousal Beneficiary to continue the Contract if the spouse is younger than age 76 at the date of continuation.

If the Death benefit that would have been paid is greater than the contract value, the contract value of the continued contract will be increased to equal the Death Benefit. Any increase in Contract Value will be allocated proportionately among the investment options. There is no charge for this Endorsement.

II. POLICY CHARGES AND CREDITS

ML103 CMB6: Guaranteed Minimum Death Benefit Rider

ML103-5 CMB6(4/08): Guaranteed Minimum Death Benefit Rider Schedule

GMDB Charge: Calculated on the Contract Date and each Monthaversary as $1/12^{\text{th}}$ the current GMDB Charge Percentage multiplied by the GMDB Base.

	<u>Current</u>	<u>Maximum</u>
GMDB Charge Percentage:	[0.65%] annually	[1.20%] annually

The sum of GMDB Charges calculated on each of the 3 preceding Monthaversaries is deducted on each Quarterversary and upon termination of the GMDB rider. If terminated on other than a Quarterversary, the sum of all previously determined but uncollected GMDB Charges plus a pro-rata portion of the previous monthaversary's GMDB Charge will be deducted.

Changes in Contract Charges and Credits

Changes to charges having guaranteed maximums specified above may be made to a well-defined class of Contracts and will be based upon changes in anticipated experience factors such as investment income and returns, mortality, persistency, expenses and taxes. Any change in charges for in-force policies will be made using the Company's Determination Policy established under the guidance of Actuarial Standard of Practice #1 – *Nonguaranteed Charges or Benefits for Life Insurance Policies and Annuity Contracts*.

Changes to guaranteed maximum charges may only be made for new issues and will be compliant with nonforfeiture regulations. Furthermore, any such change will be made in accordance with the procedures and standards on file, if required, with the Insurance Department of the Jurisdiction in which these policy forms are being filed.

Actuarial Memorandum

Date:

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III. NONFORFEITURE REQUIREMENTS

Prior to Commencement of Annuity Payments

Policy forms ML-VA-010, ML-VA-010-5, ML103 CMB6 and ML103-5 CMB6(4/08) comply with the nonforfeiture provision in the NAIC Model Variable Annuity Regulation because cash surrender and death benefits are never less than the minimum nonforfeiture amounts as a result of the following:

1. The current annual policy charge is \$50. The maximum allowable charge is derived by multiplying \$30 times the ratio of the applicable CPI index to the June 1979 CPI index. The ratio of the June 2007 CPI Index (208.352) to the June 1979 CPI Index (72.3) is in excess of 2.5. Thus both the current and guaranteed annual policy charges are less than the allowable maximum.
2. There is currently no collection charge, although \$1.25 is allowed.
3. The net premium is 100% of the gross premium, exceeding the allowable minimum.
4. The maximum surrender charge is less than the 12.5% allowed front-loading. Furthermore, surrender charges are waived upon death so the death benefit is at least equal to the cash surrender benefit.
5. No transfer charges are assessed on the first twelve transfers among sub-accounts, although \$10 increased for changes in the CPI Index may be assumed for the one transfer per year used in demonstrating nonforfeiture compliance.

Any future changes made to the guaranteed maximum charges shown in the Policy Charges and Credits section above will be within the prevailing CPI Index ratio where applicable. Only Contracts issued on or after any such change would be subject to the new guaranteed maximum charges.

Therefore since all guaranteed maximum charges are less than or equal to those allowed in the required minimum nonforfeiture demonstration, compliance with the NAIC Model Variable Annuity Regulation is assured.

IV. STATUTORY RESERVES

The valuation method used to establish statutory reserves for contracts issued under policy forms ML-VA-010, ML-VA-010-5, ML103 CMB6 and ML103-5 CMB6(4/08) is the Commissioner's Annuity Reserve Valuation Method (CARVM) with relevant Actuarial Guidelines applied.

Integrated CARVM Minimum Reserve

An integrated CARVM method employing Actuarial Guidelines 33 and 34 are used to establish minimum statutory policy reserves on a seriatim basis that recognizes the following:

- (1) the specific structure of the surrender charge schedule and liquidity provisions;
- (2) the age and sex of the Owner(s) and Annuitant(s);
- (3) the risk/reward characteristics of the fund types in which the policy owner is invested;
- (4) the applicable death benefit provision;
- (5) income benefit (annuitization) provision; and
- (6) the guaranteed payout rates.

Additional General Account Reserve

At his/her discretion, the Valuation Actuary may hold an additional general account reserve if deemed necessary to support the Company's liabilities arising from the Base Contract or any attached Rider or Endorsement. Asset adequacy analysis of aggregate risks associated with guarantees will be performed annually and will take into account appropriate reserve credits associated with any applicable reinsurance treaties. Additional reserves may be held based on the results of this analysis.

Future Statutory Reserving Guidance

It is our intention to adjust our reserve calculations to comply with any future NAIC guidance pertaining to variable annuity statutory reserves.

CERTIFICATION OF COMPANY ACTUARY

POLICY FORMS

ML-VA-010

ML-VA-010-5

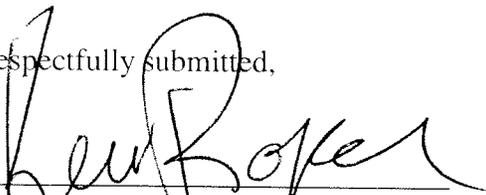
ML103 CMB6

ML103-5 CMB6(4/08)

ML107

I certify that to the best of my knowledge, the above-referenced policy forms are consistent with the laws of the Jurisdiction and the regulations of the Insurance Department of the Jurisdiction in which these policy forms are being filed.

Respectfully submitted,



Kevin Roper, F.S.A., M.A.A.A.
Merrill Lynch Life Insurance Company

2/5/08
Date



Merrill Lynch Life Insurance Company

Administrative Offices
1700 Merrill Lynch Drive – MSC 07-03
Pennington, NJ 08534-4124

RE: Merrill Lynch Life Insurance Company

Insurance Commissioner:

Please be advised that Mitchell, Williams, Selig, Gates, & Woodyard, P.L.L.C., is authorized by Merrill Lynch Life Insurance Company, to represent us in matters related to the submission of policy forms or related materials for approval. All correspondence should be sent to the office at the following address:

Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C.
425 W. Capitol Ave.
Suite 1800
Little Rock, AR 72201
Phone # (501) 370-4243

Should you need any information in addition to this letter, please do not hesitate to contact me.

Sincerely,

MERRILL LYNCH LIFE INSURANCE COMPANY

Karen Alvarado
Assistant Vice President, Compliance Director
TCM Legal/Compliance
(319) 355-8327
E-mail: kalvarado@aegonusa.com

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

**GUARANTEED MINIMUM WITHDRAWAL BENEFIT (“GMWB”) RIDER – ML112
GMWB RIDER SCHEDULE – ML112-5(4/08)**

The language that is bracketed on the GMWB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMWB Effective Date	This is specific to each Contract.
Min Age for GMWB Rider	The minimum age will be within the range of (00–60).
Max Age for GMWB Rider	The maximum age will be within the range of (75–80).
Allowable GMWB Cancellation Dates	The amount of time between the Contract Anniversaries on which this Rider may be cancelled will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Allowable GMWB Addition Dates	The amount of time between the Contract Anniversaries on which this Rider may be re-elected after cancellation will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Restrictions on Owners	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Restrictions on Annuitants	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Waiver of Contract Provisions	The Contract Provisions which will be waived while this Rider is in effect may be revised.
Allocation Guidelines and Restrictions	<p>The Company may revise the Allocation Guidelines and Restrictions to utilize specified Asset Allocation models and/or a Self-Directed allocation program meeting stated limitations.</p> <p>Under the current Self-Directed allocation program: The frequency of the required rebalancing may be [monthly] or [quarterly]. The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future. The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%). The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%). The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%). The Investment Categories may be revised. The periodic Rebalancing Date may be a stated day of the month. The interval from the GMWB Effective Date to the first Rebalancing Date will be in the range of (30 - 120) days. The frequency of automatic reallocation may [monthly] or [quarterly]. If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly. Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>

Lifetime Income Percentage (LIP)	<p>The Age groupings and/or related Lifetime Income Percentages (LIPs) may be revised. The LIPs will be within the range of (3%-10%).</p> <p>The reduction in LIP may be eliminated. If utilized, the period in Contract Years during which a reduction may be assessed will be within the range of (1-5) years. The reduction percentage will be within the range of (0.5%-2.0%).</p> <p>The LIP may be automatically redetermined in the range of (1-5) years or automatic redetermination could be discontinued.</p> <p>The first withdrawal prior to [age] and related [age] of automatic LIP redetermination will be the lowest age with a non-zero LIP.</p>
GMWB Base	<p>The Anniversary Value calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.</p> <p>If the GMWB Roll-Up Base is not provided, the first sentence under (2) will be appropriately revised, and the GMWB Roll-Up Base descriptions will be deleted.</p> <p>If provided, the inclusion of Additional Premiums with the Initial Premium will be for payments in the range of (30 – 120) days following the Contract Date.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [Contract Value] and [Account Value] may be revised accordingly.</p>
GMWB Roll-Up Base (if provided)	If the GMWB Roll-Up Base is provided, the interest rates may be revised. These interest rates will be within the range of (3%-7%).
GMWB Roll-Up Base Limitation Date (if provided)	If the GMWB Roll-Up Base is provided, the number of Contract Years during which it will be accrued will be in the range of (3 – 10) Contract Years.
Automatic Roll-Up Reset (if provided)	If provided, the Automatic Roll-Up Reset will occur in the range of (1 – 10) years.
Required Minimum Distributions (RMDs) (if provided)	The special administrative treatment of RMDs may be eliminated.
Automatic Step-Up (if provided)	If provided, the frequency of the Automatic Step-Up of the GMWB Base will be within the range of (1–5) years, and the Automatic Step-Up will continue for the range of (10 – unlimited) years. The Automatic Step-Up calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.
GMWB Settlement	<p>The determination of the Annuity Date may be revised. A specific day of the month within the range of (1–28) may be used.</p> <p>The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments.</p>
Change of Owner	<p>The condition(s) governing whether the Rider may continue in effect following a change of Owner may be revised.</p> <p>The minimum age determination for a spousal beneficiary may be based on the [GMWB Effective Date] or the [Spousal Continuation Date].</p>
Spousal Continuation	<p>On Spousal Continuation [the GMWB Base will be reset to equal the greater of the Contract Value and the GMWB Base on the Spousal Continuation Date] or [the GMWB Base will be reset to equal the Contract Value on the Spousal Continuation Date] or [the GMWB Base will remain unchanged].</p> <p>The LIP may be based on the age of the spouse on the [Spousal Continuation Date] or the [GMWB Effective Date].</p>
Premium Limitation	This limitation may be revised or eliminated, in which case [None] would be shown.

Benefit Available on Maturity Date	The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
GMWB Charge	<p>The current and maximum charges in effect on the GMWB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>The method of calculation of charges may be revised.</p> <p>When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised. The rules for pro-rating charges on termination may be revised.</p> <p>The method of deduction of the charge may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be appropriately revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMWB Charges calculated but not yet collected.</p>

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

**GUARANTEED MINIMUM WITHDRAWAL BENEFIT (“GMWB”) RIDER – ML112
GMWB RIDER SCHEDULE – ML112-5IE(4/08)**

The language that is bracketed on the GMWB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMWB Effective Date	This is specific to each Contract.
Min Age for GMWB Rider	The minimum age will be within the range of (00–60).
Max Age for GMWB Rider	The maximum age will be within the range of (75–80).
Allowable GMWB Cancellation Dates	The amount of time between the Contract Anniversaries on which this Rider may be cancelled will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Allowable GMWB Addition Dates	The amount of time between the Contract Anniversaries on which this Rider may be re-elected after cancellation will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Restrictions on Owners	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Restrictions on Annuitants	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Waiver of Contract Provisions	The Contract Provisions which will be waived while this Rider is in effect may be revised.
Allocation Guidelines and Restrictions	<p>The Company may revise the Allocation Guidelines and Restrictions to utilize specified Asset Allocation models and/or a Self-Directed allocation program meeting stated limitations.</p> <p>Under the current Self-Directed allocation program:</p> <p>The frequency of the required rebalancing may be [monthly] or [quarterly].</p> <p>The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future.</p> <p>The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%).</p> <p>The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%).</p> <p>The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%).</p> <p>The Investment Categories may be revised.</p> <p>The periodic Rebalancing Date may be a stated day of the month.</p> <p>The interval from the GMWB Effective Date to the first Rebalancing Date will be in the range of (30 - 120) days.</p> <p>The frequency of automatic reallocation may [monthly] or [quarterly].</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly.</p> <p>Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>

Lifetime Income Percentage (LIP)	<p>The Age groupings and/or related Lifetime Income Percentages (LIPs) may be revised. The LIPs will be within the range of (3%-10%).</p> <p>The reduction in LIP may be eliminated. If utilized, the period in Contract Years during which a reduction may be assessed will be within the range of (1-5) years. The reduction percentage will be within the range of (0.5%-2.0%).</p> <p>The LIP may be automatically redetermined in the range of (1-5) years or automatic redetermination could be discontinued.</p> <p>The first withdrawal prior to [age] and related [age] of automatic LIP redetermination will be the lowest age with a non-zero LIP.</p>
GMWB Base	<p>The Anniversary Value calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.</p> <p>If the GMWB Roll-Up Base is not provided, the first sentence under (2) will be appropriately revised, and the GMWB Roll-Up Base descriptions will be deleted.</p> <p>If provided, the inclusion of Additional Premiums with the Initial Premium will be for payments in the range of (30 – 120) days following the Contract Date.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [Contract Value] and [Account Value] may be revised accordingly.</p>
GMWB Roll-Up Base (if provided)	If the GMWB Roll-Up Base is provided, the interest rates may be revised. These interest rates will be within the range of (3%-7%).
GMWB Roll-Up Base Limitation Date (if provided)	If the GMWB Roll-Up Base is provided, the number of Contract Years during which it will be accrued will be in the range of (3 – 10) Contract Years.
Automatic Roll-Up Reset (if provided)	If provided, the Automatic Roll-Up Reset will occur in the range of (1 – 10) years.
Required Minimum Distributions (RMDs) (if provided)	The special administrative treatment of RMDs may be eliminated.
Automatic Step-Up (if provided)	If provided, the frequency of the Automatic Step-Up of the GMWB Base will be within the range of (1–5) years, and the Automatic Step-Up will continue for the range of (10 – unlimited) years. The Automatic Step-Up calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.
GMWB Settlement	<p>The determination of the Annuity Date may be revised. A specific day of the month within the range of (1–28) may be used.</p> <p>The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments.</p>
Change of Owner	<p>The condition(s) governing whether the Rider may continue in effect following a change of Owner may be revised.</p> <p>The minimum age determination for a spousal beneficiary may be based on the [GMWB Effective Date] or the [Spousal Continuation Date].</p>
Spousal Continuation	<p>On Spousal Continuation [the GMWB Base will be reset to equal the greater of the Contract Value and the GMWB Base on the Spousal Continuation Date] or [the GMWB Base will be reset to equal the Contract Value on the Spousal Continuation Date] or [the GMWB Base will remain unchanged].</p> <p>The LIP may be based on the spouse’s age on the [Spousal Continuation Date] or the [GMWB Effective Date].</p>
Premium Limitation	This limitation may be revised or eliminated, in which case [None] would be shown.

Benefit Available on Maturity Date	The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Elimination Period	The numbers of days will be within the ranges of (60 – 270) and (180 – 545) respectively.
Waiting Period	The waiting period will be with the range of (9 – 15) months.
Age at First Withdrawal	The age will be in the range (40 – 80).
Income Enhancement Benefit Increase Percentage	The Increase Percentage will be in the range (75% - 125%).
GMWB Charge	<p>The current and maximum charges in effect on the GMWB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>The method of calculation of charges may be revised.</p> <p>When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised. The rules for pro-rating charges on termination may be revised.</p> <p>The method of deduction of the charge may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be appropriately revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMWB Charges calculated but not yet collected.</p>

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

**GUARANTEED MINIMUM WITHDRAWAL BENEFIT (“GMWB”) RIDER – ML114
GMWB RIDER SCHEDULE – ML114-5(4/08)**

The language that is bracketed on the GMWB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMWB Effective Date	This is specific to each Contract.
Min Age for GMWB Rider	The minimum age will be within the range of (00–60).
Max Age for GMWB Rider	The maximum age will be within the range of (75–80).
Allowable GMWB Cancellation Dates	The amount of time between the Contract Anniversaries on which this Rider may be cancelled will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Allowable GMWB Addition Dates	The amount of time between the Contract Anniversaries on which this Rider may be re-elected after cancellation will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Restrictions on Owners	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Restrictions on Annuitants	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Waiver of Contract Provisions	The Contract Provisions which will be waived while this Rider is in effect may be revised.
Allocation Guidelines and Restrictions	<p>The Company may revise the Allocation Guidelines and Restrictions to utilize specified Asset Allocation models and/or a Self-Directed allocation program meeting stated limitations.</p> <p>Under the current Self-Directed allocation program: The frequency of the required rebalancing may be [monthly] or [quarterly]. The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future. The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%). The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%). The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%). The Investment Categories may be revised. The periodic Rebalancing Date may be a stated day of the month. The interval from the GMWB Effective Date to the first Rebalancing Date will be in the range of (30 - 120) days. The frequency of automatic reallocation may [monthly] or [quarterly]. If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly. Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>

Lifetime Income Percentage (LIP)	<p>The Age groupings and/or related Lifetime Income Percentages (LIPs) may be revised. The LIPs will be within the range of (3%-10%).</p> <p>The reduction in LIP may be eliminated. If utilized, the period in Contract Years during which a reduction may be assessed will be within the range of (1-5) years. The reduction percentage will be within the range of (0.5%-2.0%).</p> <p>The LIP may be automatically redetermined in the range of (1-5) years or automatic redetermination could be discontinued.</p> <p>The first withdrawal prior to [age] and related [age] of automatic LIP redetermination will be the lowest age with a non-zero LIP.</p>
GMWB Base	<p>The Anniversary Value calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.</p> <p>If the GMWB Roll-Up Base is not provided, the first sentence under (2) will be appropriately revised, and the GMWB Roll-Up Base descriptions will be deleted.</p> <p>If provided, the inclusion of Additional Premiums with the Initial Premium will be for payments in the range of (30 – 120) days following the Contract Date.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [Contract Value] and [Account Value] may be revised accordingly.</p>
GMWB Roll-Up Base (if provided)	If the GMWB Roll-Up Base is provided, the interest rates may be revised. These interest rates will be within the range of (3%-7%).
GMWB Roll-Up Base Limitation Date (if provided)	If the GMWB Roll-Up Base is provided, the number of Contract Years during which it will be accrued will be in the range of (3 – 10) Contract Years.
Automatic Roll-Up Reset (if provided)	If provided, the Automatic Roll-Up Reset will occur in the range of (1 – 10) years.
Required Minimum Distributions (RMDs) (if provided)	The special administrative treatment of RMDs may be eliminated.
Automatic Step-Up (if provided)	If provided, the frequency of the Automatic Step-Up of the GMWB Base will be within the range of (1–5) years, and the Automatic Step-Up will continue for the range of (10 – unlimited) years. The Automatic Step-Up calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.
GMWB Settlement	<p>The determination of the Annuity Date may be revised. A specific day of the month within the range of (1–28) may be used.</p> <p>The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments.</p>
Change of Owner	<p>The condition(s) governing whether the Rider may continue in effect following a change of Owner may be revised.</p> <p>The minimum age determination for a spousal beneficiary may be based on the [GMWB Effective Date] or the [Spousal Continuation Date].</p>
Spousal Continuation	<p>On Spousal Continuation, if no withdrawals have been taken, [the GMWB Base will be reset to equal the greater of the Contract Value and the GMWB Base on the Spousal Continuation Date] or [the GMWB Base will be reset to equal the Contract Value on the Spousal Continuation Date] or [the GMWB Base will remain unchanged].</p> <p>The LIP may be based on the age of the spouse on the [Spousal Continuation Date] or the [GMWB Effective Date].</p>
Premium Limitation	This limitation may be revised or eliminated, in which case [None] would be shown.

Benefit Available on Maturity Date	The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
GMWB Charge	<p>The current and maximum charges in effect on the GMWB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>The method of calculation of charges may be revised.</p> <p>When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised. The rules for pro-rating charges on termination may be revised.</p> <p>The method of deduction of the charge may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be appropriately revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMWB Charges calculated but not yet collected.</p>

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

**GUARANTEED MINIMUM WITHDRAWAL BENEFIT (“GMWB”) RIDER – ML114
GMWB RIDER SCHEDULE – ML114-5IE(4/08)**

The language that is bracketed on the GMWB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMWB Effective Date	This is specific to each Contract.
Min Age for GMWB Rider	The minimum age will be within the range of (00–60).
Max Age for GMWB Rider	The maximum age will be within the range of (75–80).
Allowable GMWB Cancellation Dates	The amount of time between the Contract Anniversaries on which this Rider may be cancelled will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Allowable GMWB Addition Dates	The amount of time between the Contract Anniversaries on which this Rider may be re-elected after cancellation will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Restrictions on Owners	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Restrictions on Annuitants	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Waiver of Contract Provisions	The Contract Provisions which will be waived while this Rider is in effect may be revised.
Allocation Guidelines and Restrictions	<p>The Company may revise the Allocation Guidelines and Restrictions to utilize specified Asset Allocation models and/or a Self-Directed allocation program meeting stated limitations.</p> <p>Under the current Self-Directed allocation program: The frequency of the required rebalancing may be [monthly] or [quarterly]. The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future. The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%). The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%). The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%). The Investment Categories may be revised. The periodic Rebalancing Date may be a stated day of the month. The interval from the GMWB Effective Date to the first Rebalancing Date will be in the range of (30 - 120) days. The frequency of automatic reallocation may [monthly] or [quarterly]. If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly. Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>

Lifetime Income Percentage (LIP)	<p>The Age groupings and/or related Lifetime Income Percentages (LIPs) may be revised. The LIPs will be within the range of (3%-10%).</p> <p>The reduction in LIP may be eliminated. If utilized, the period in Contract Years during which a reduction may be assessed will be within the range of (1-5) years. The reduction percentage will be within the range of (0.5%-2.0%).</p> <p>The LIP may be automatically redetermined in the range of (1-5) years or automatic redetermination could be discontinued.</p> <p>The first withdrawal prior to [age] and related [age] of automatic LIP redetermination will be the lowest age with a non-zero LIP.</p>
GMWB Base	<p>The Anniversary Value calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.</p> <p>If the GMWB Roll-Up Base is not provided, the first sentence under (2) will be appropriately revised, and the GMWB Roll-Up Base descriptions will be deleted.</p> <p>If provided, the inclusion of Additional Premiums with the Initial Premium will be for payments in the range of (30 – 120) days following the Contract Date.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [Contract Value] and [Account Value] may be revised accordingly.</p>
GMWB Roll-Up Base (if provided)	If the GMWB Roll-Up Base is provided, the interest rates may be revised. These interest rates will be within the range of (3%-7%).
GMWB Roll-Up Base Limitation Date (if provided)	If the GMWB Roll-Up Base is provided, the number of Contract Years during which it will be accrued will be in the range of (3 – 10) Contract Years.
Automatic Roll-Up Reset (if provided)	If provided, the Automatic Roll-Up Reset will occur in the range of (1 – 10) years.
Required Minimum Distributions (RMDs) (if provided)	The special administrative treatment of RMDs may be eliminated.
Automatic Step-Up (if provided)	If provided, the frequency of the Automatic Step-Up of the GMWB Base will be within the range of (1–5) years, and the Automatic Step-Up will continue for the range of (10 – unlimited) years. The Automatic Step-Up calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.
GMWB Settlement	<p>The determination of the Annuity Date may be revised. A specific day of the month within the range of (1–28) may be used.</p> <p>The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments.</p>
Change of Owner	<p>The condition(s) governing whether the Rider may continue in effect following a change of Owner may be revised.</p> <p>The minimum age determination for a spousal beneficiary may be based on the [GMWB Effective Date] or the [Spousal Continuation Date].</p>
Spousal Continuation	<p>On Spousal Continuation, if no withdrawals have been taken, [the GMWB Base will be reset to equal the greater of the Contract Value and the GMWB Base on the Spousal Continuation Date] or [the GMWB Base will be reset to equal the Contract Value on the Spousal Continuation Date] or [the GMWB Base will remain unchanged].</p> <p>The LIP may be based on the age of the spouse on the [Spousal Continuation Date] or the [GMWB Effective Date].</p>
Premium Limitation	This limitation may be revised or eliminated, in which case [None] would be shown.

Benefit Available on Maturity Date	The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Elimination Period	The numbers of days will be within the ranges of (60 – 270) and (180 – 545) respectively.
Waiting Period	The waiting period will be with the range of (9 – 15) months.
Age at First Withdrawal	The age will be in the range (40 – 80).
Income Enhancement Benefit Increase Percentage	The Increase Percentage will be in the range (75% - 125%).
GMWB Charge	<p>The current and maximum charges in effect on the GMWB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>The method of calculation of charges may be revised.</p> <p>When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised. The rules for pro-rating charges on termination may be revised.</p> <p>The method of deduction of the charge may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be appropriately revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMWB Charges calculated but not yet collected.</p>

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

GUARANTEED MINIMUM DEATH BENEFIT (“GMDB”) RIDER – ML103 GMDB RIDER SCHEDULE –ML103-5 GMIB ROP(4/08)

The language that is bracketed on the GMDB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMDB Effective Date	This is specific to each Contract.
Maximum Age for GMDB Rider	This age will be in the range of (75- 80).
GMDB Base	If the Rider is made available to inforce Contracts, [Initial Premium] would be [Contract Value]. If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be appropriately revised. The interest rate may be revised within the range of (3%-7%) consistent with the rate used in the GMIB Roll-Up Base in the GMIB Rider. The special administrative treatment of Required Minimum Distributions (RMDs) may be utilized or eliminated consistent with such treatment in the GMIB Rider.
Excluded Accounts	The Excluded Accounts may be revised to reference Investment Categories and/or specific Investment Options. If other Investment Options are made available in the future including options not in the Separate Account, the term [subaccount] may be revised.
Death Benefit Determination Date	The date we determine the death benefit may be revised.
Death Benefit Limitation	The specified periods will be in the ranges of (30 – 120) days and (3 – 12) months; or the Limitation could be [None].
Change of Owner	The circumstances upon which the Rider will terminate if an Owner is changed may be revised. The maximum age limitation for an Eligible Spousal Beneficiary may be based on the [GMDB Effective Date] or the [Spousal Continuation Date].
Allocation Guidelines and Restrictions	The frequency of the required Rebalancing may be revised. The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future. The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%). The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%). The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%).

Allocation Guidelines and Restrictions (Con't.)	<p>The Investment Categories may be revised.</p> <p>The periodic Rebalancing Date may be a stated day of the month.</p> <p>The interval from the GMDB Effective Date to the first Rebalancing Date may be revised within the range (60 – 120) days.</p> <p>The frequency of automatic reallocation may be [monthly] or [quarterly] .</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly.</p> <p>Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>
GMDB Charge	<p>The current and maximum charges in effect on the GMDB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>How the GMDB charge is determined and collected may be changed in the future.</p> <p>When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMDB Charges calculated but not yet collected.</p>

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

GUARANTEED MINIMUM DEATH BENEFIT (“GMDB”) RIDER – ML103 CMB6 GMDB RIDER SCHEDULE –ML103-5 CMB6(4/08)

The language that is bracketed on the GMDB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMDB Effective Date	This is specific to each Contract.
Min Age for GMDB Rider	The minimum age will be within the range of (40 - 60).
Max Age for GMDB Rider	The maximum age will be within the range of (65 - 80).
Restrictions on Owners	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Restrictions on Annuitants	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
GMDB Base	<p>The terms [subaccounts] and [Account Value] may be revised if other Investment Options are made available in the future including options not in the Separate Account.</p> <p>GMDB MAV Base – The Anniversary Value calculations may not utilize Monthiversary Values.</p> <p>The GMDB MAV Base Limitation Date could be redefined or a different age of the oldest Annuitant may be used in the range of (75 – 85).</p> <p>GMDB Roll-Up Base – If provided, the inclusion of Additional Premiums with the Initial Premium will be for payments in the range of (30 – 120) days.</p> <p>The GMDB Roll-Up Base interest rates may be revised. These interest rates will be within the range of (3%-7%).</p> <p>The special administrative treatment of a Required Minimum Distribution (RMD) may be utilized or eliminated.</p> <p>The GMDB Roll-Up Base Limitation Date could be redefined. The Contract Anniversary Limitation could change or a different age of the oldest Annuitant in the range (80 – 90) may be used.</p>
Optional Reset (if provided)	If provided, the Optional Reset must be selected in the range of (20 – 45) days following the Contract Anniversary. The Optional Reset will be available until the oldest Annuitant’s age in the range (70 – 80).
Excluded Accounts	<p>The Excluded Accounts may be revised to reference Investment Categories and/or specific Investment Options.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the term [subaccount] may be revised.</p>
Death Benefit Determination Date	The date we determine the death benefit may be revised.
Death Benefit Limitation	The specified periods will be in the ranges of (30 – 120) days and (3 – 12) months; or the Limitation could be [None].

Change of Owner	<p>The circumstances upon which the Rider will terminate if an Owner is changed may be revised.</p> <p>The minimum age limitation for an Eligible Spousal Beneficiary may be based on the [GMDB Effective Date] or the [Spousal Continuation Date].</p>
Allocation Guidelines and Restrictions	<p>The Company may revise the Allocation Guidelines and Restrictions to utilize specified Asset Allocation models and/or a Self-Directed allocation program meeting stated limitations.</p> <p>Under the current Self-Directed program:</p> <p>The frequency of the required rebalancing may be [monthly] or [quarterly].</p> <p>The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future.</p> <p>The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%).</p> <p>The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%).</p> <p>The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%).</p> <p>The Investment Categories may be revised.</p> <p>The periodic Rebalancing Date may be a stated day of the month.</p> <p>The interval from the GMDB Effective Date to the first Rebalancing Date will be in the range of (30 - 120) days.</p> <p>The frequency of automatic reallocation may be [monthly] or [quarterly].</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly.</p> <p>Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>
GMDB Charge	<p>The current and maximum charges in effect on the GMDB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>How the GMDB charge is determined and collected may be changed in the future.</p> <p>When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMDB Charges calculated but not yet collected.</p>

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

APPLICATION FOR VARIABLE ANNUITY – FORM ML119

The language that is bracketed on the Application is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all applications. With respect to Company established age limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Any revisions to bracketed language will only apply to subsequently applied for and issued contracts.

Bracketed Provision or Information	Possible Variations
Item 1 - Contract Information Type of Contract	Additional Contract types may be made available, or specified Contract types may be removed from availability.
Item 2 - Surrender Charge Period	The surrender charge periods available under the Base Contract will be shown.
Item 10 - Current Insurance Information	If shown, the bracketed list of state names will include the NAIC states which use this application and require inclusion of this inquiry.
Item 11 – Guaranteed Living Benefit Benefit Names Minimum and/or Maximum Age Limits	The Benefit names will be those in use in current marketing materials. The limits will reflect the minimum and/or maximum ages permitted to elect the specific benefit(s) and will be within the range(s) approved for the specific rider(s).
Item 12 – GMDB Benefits Benefit Names Minimum and/or Maximum Age Limits	The Benefit names will be those in use in current marketing materials. The limits will reflect the minimum and/or maximum ages permitted to elect the specific benefit(s) and will be within the range(s) approved for the specific rider(s).
Item 13 – ADB Minimum and/or Maximum Age Limit	The limits will reflect the minimum and/or maximum ages permitted to elect the specific benefit(s) and will be within the range(s) approved for the specific rider(s).
Item 16 - State Acknowledgement	The state specific Fraud Warning for any state requiring such a warning will be shown.
Financial Advisor's Verification	If shown, the bracketed list of state names will include the NAIC states which use this application and require inclusion of this inquiry. The surrender charge period(s) to which the commission option applies will be shown.

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

GUARANTEED MINIMUM INCOME BENEFIT (“GMIB”) RIDER – ML115 GMIB RIDER SCHEDULE – ML115-5(4/08)

The language that is bracketed on the GMIB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMIB Effective Date	This is specific to each Contract.
Minimum Age for GMIB Rider	The minimum age will be within the range of (40 - 60).
Maximum Age for GMIB Rider	The maximum age will be within the range of (65 - 80).
Restrictions on Owners	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Restrictions on Annuitants	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Waiver of Contract Provisions	The Contract Provisions which will be waived while this Rider is in effect may be revised.
Allocation Guidelines and Restrictions	<p>The Company may revise the Allocation Guidelines and Restrictions to utilize specified Asset Allocation models and/or a Self-Directed allocation program meeting stated limitations.</p> <p>Under the current Self-Directed allocation program:</p> <p>The frequency of the required rebalancing may be [monthly] or [quarterly].</p> <p>The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future.</p> <p>The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%).</p> <p>The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%).</p> <p>The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%).</p> <p>The Investment Categories may be revised.</p> <p>The periodic Rebalancing Date may be a stated day of the month.</p> <p>The interval from the GMIB Effective Date to the first Rebalancing Date will be in the range of (30 - 120) days.</p> <p>The frequency of automatic reallocation may be [monthly] or [quarterly].</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly.</p> <p>Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>

GMIB Base	<p>The Anniversary Value calculations may not utilize Monthiversary Values. If so, the bracketed Monthiversary Value descriptions and limits will not be printed.</p> <p>GMIB MAV Base – The terms [subaccounts] and [Account Value] may be revised if other Investment Options are made available in the future including options not in the Separate Account.</p> <p>The GMIB MAV Base Limitation Date could be redefined or a different age of the oldest Annuitant may be used in the range of (75 – 85).</p> <p>GMIB Roll-Up Base – If provided, the inclusion of Additional Premiums with the Initial Premium will be for payments in the range of (30 – 120) days following the Contract Date.</p> <p>The GMIB Roll-Up Base interest rates may be revised. These interest rates will be within the range of (3%-7%).</p> <p>The special administrative treatment of a Required Minimum Distribution (RMD) may be utilized or eliminated.</p> <p>The GMIB Roll-Up Base Limitation Date could be redefined. The Contract Anniversary Limitation could change or a different age of the oldest Annuitant in the range (80 – 90) may be used.</p>
Optional Reset (if provided)	<p>If provided, the Optional Reset must be selected in the range of (20 - 45) days following the Contract Anniversary. The Optional Reset will be available until the oldest Annuitant’s age in the range (70 - 80).</p> <p>The Optional Reset calculations may not utilize Monthiversary Values. If so, the bracketed Monthiversary Value descriptions and limits will not be printed.</p>
GMIB Exercise Period	<p>The length of each exercise period will be in the range of (20 – 45) days.</p> <p>The deferral period from the Contract Date to the First Exercise Anniversary Date will be in the range of (5 - 15) years.</p> <p>The Last Exercise Anniversary Date will be based on the oldest Annuitant’s age in the range of (80 - 90).</p> <p>The Annuity Options available on exercise of GMIB may be changed. The guarantee periods will be in the range of (5 – 20) years.</p>
Excluded Accounts	<p>The Excluded Accounts may be revised to reference Investment Categories and/or specific Investment Options, or could show [NONE].</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the term [subaccount] may be revised.</p>
Change of Annuitant	<p>The circumstances upon which the Rider will terminate if an Annuitant is changed may be revised.</p> <p>The minimum age limitation for a Eligible Spousal Beneficiary may be based on the [GMIB Effective Date] or the [Spousal Continuation Date].</p>
Change of Owner	<p>The condition(s) governing whether the Rider may continue in effect following a change of Owner may be revised.</p> <p>The minimum age limitation for an Eligible Spousal Beneficiary may be based on the [GMIB Effective Date] or the [Spousal Continuation Date].</p>
No Lapse Guarantee	<p>The No Lapse Guarantee can be activated [prior to the First Exercise Anniversary Date] or [prior to the Last Exercise Anniversary Date].</p> <p>The interest rate may be revised within the range of (3% - 7%), consistent with the rate used in the GMIB Roll-Up Base.</p> <p>The special administrative treatment of a Required Minimum Distribution (RMD) may be utilized or eliminated consistent with such treatment in the GMIB Roll-Up Base.</p>

GMIB Charge	<p>The current and maximum charges in effect on the GMIB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>How the GMIB Charge is determined and collected may be changed in the future. When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be appropriately revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMIB Charges calculated but not yet collected.</p>
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MITCHELL || WILLIAMS

DOAK FOSTER
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425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201-3525
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February 15, 2008

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

**Re: Merrill Lynch Life Insurance Company
NAIC NO. 79022; FEIN NO. 91-1325756**

- GMWB Rider Schedule – Form ML112-5(4/08)
- GMWB Rider Schedule – Form ML112-5IE(4/08)
- GMWB Rider Schedule – Form ML114-5(4/08)
- GMWB Rider Schedule – Form ML114-5IE(4/08)
- GMIB Rider Schedule – Form ML115-5(4/08)
- GMDB Rider Schedule – Form ML103-5 GMIB ROP(4/08)
- GMDB Rider – Form ML103 CMB6
- GMDB Rider Schedule – Form ML103-5 CMB6(4/08)
- Annuity Option Payout Rate Tables – Form ML115RT(4/08)
- Unisex Annuity Option Payout Rate Tables – Form ML115URT(4/08)
- Application – Form ML119

SERFF FILING NO. MWSG-125437729

Dear Commissioner Bowman:

On behalf of our client, Merrill Lynch Life Insurance Company (the “Company”), we are enclosing the above-referenced forms for your review and approval. Also enclosed are the following:

1. The Company’s letter authorizing Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to make this filing on behalf of the Company.
2. Actuarial Memoranda.
3. Statements of Variability.
4. Arkansas Compliance Certification.

Each of the forms submitted for approval are intended for use with the Individual Variable Annuity Contract, form ML-VA-010, approved by your Department on August 13, 2004.

GMWB RIDER SCHEDULE – FORM ML112-5(4/08)

Guaranteed Minimum Withdrawal Benefit (“GMWB”) Rider Schedule ML112-5(4/08) is a revision to GMWB Rider Schedule, form ML112-5(10/06), approved by your Department on August 7, 2006, for use with GMWB Rider form ML112 approved on October 5, 2005. Following

approval, the revised Rider Schedule will replace form ML112-5(10/06) for use with newly issued GMWB Riders on form ML112. GMWB Rider form ML112 provides benefits for spousal Co-Owners.

Revised Rider Schedule ML112-5(4/08) is substantially similar to the previous edition but includes new and revised features in response to the needs of a changing marketplace. The issue ages for which the Rider will be available are being expanded from 55-80 to 0-86. However, any withdrawal made prior to age 55 will be treated as an Excess Withdrawal. The Roll-Up Base will accumulate until the earlier of the first withdrawal or the tenth Contract Anniversary. The Roll-Up Base will automatically be reset to the Contract Value, if greater, on each of the first ten Contract Anniversaries.

GMWB RIDER SCHEDULE – FORM ML112-5IE(4/08)

GMWB Rider Schedule, form ML112-5IE(4/08), is a second revision to Rider Schedule ML112-5(10/06) and will also be used with GMWB Rider form ML112. Following approval, the revised Rider Schedule will replace form ML112-5(10/06) for use with newly issued GMWB Riders on form ML112.

Revised Rider Schedule ML112-5IE(4/08) includes wording which provides the Optional Income Enhancement Benefit. Subject to meeting waiting and elimination period restrictions, the Optional Income Enhancement Benefit will double the Guaranteed Lifetime Amount (“GLA”) during periods of an Owner’s confinement in a Hospital or Nursing Home. Aside from the Income Enhancement Benefit language, this Rider Schedule is identical to form ML112-5(4/08).

GMWB RIDER SCHEDULE – FORM ML114-5(4/08)

GMWB Rider Schedule, form ML114-5(4/08), is a revision to Rider Schedule ML114-5(10/06), approved by your Department on August 7, 2006, for use with GMWB Rider form ML114 approved on the same date. Following approval, the revised Rider Schedule will replace form ML114-5(10/06) for use with newly issued GMWB Riders on form ML114. GMWB Rider form ML114 provides benefits for one Owner; Co-Owners are not permitted.

Revised Rider Schedule ML114-5(4/08) is substantially similar to the previous edition but includes new and revised features in response to the needs of a changing marketplace. The issue ages for which the Rider will be available are being expanded from 55-80 to 0-80. However, any withdrawal made prior to age 55 will be treated as an Excess Withdrawal. The Roll-Up Base will accumulate until the earlier of the first withdrawal or the tenth Contract Anniversary. The Roll-Up Base will automatically be reset to the Contract Value, if greater, on each of the first ten Contract Anniversaries.

GMWB RIDER SCHEDULE – FORM ML114-5IE(4/08)

GMWB Rider Schedule, form ML114-5IE(4/08), is a second revision to Rider Schedule ML114-5(10/06) and will also be used with GMWB Rider form ML114. Following approval, the revised Rider Schedule will replace form ML114-5(10/06) for use with newly issued GMWB Riders on form ML114.

Revised Rider Schedule ML114-5IE(4/08) includes wording which provides the Optional Income Enhancement Benefit. Subject to meeting waiting and elimination period restrictions, the Optional Income Enhancement Benefit will double the GLA during periods of an Owner's confinement in a Hospital or Nursing Home. Aside from the Income Enhancement Benefit language, this Rider Schedule is identical to form ML114-5(4/08).

GMIB RIDER SCHEDULE – FORM ML115-5(4/08)

Guaranteed Minimum Income Benefit Rider Schedule ("GMIB") form ML115-5(4/08), is a revision to Rider Schedule ML115-5(10/06) approved by your Department on August 16, 2006 for use with GMIB Rider form ML115 approved on the same date. Following approval, the revised Rider Schedule will replace form ML115-5(10/06) for use with newly issued GMIB Riders on form ML115.

Revised Rider Schedule ML115-5(4/08) is substantially similar to the previous edition but includes new and revised features in response to the needs of a changing marketplace. The issue ages for which the Rider will be available are being expanded from 40-70 to 40-75. The interest rate at which the Roll-Up Base accumulates is raised from 5% to 6%. Rather than require the Owner to provide an annual notification of election of the Optional Reset of the Roll-Up Base, the Company will permit the Owner to make a single election which will be in effect for a number of consecutive years or until the Owner chooses to discontinue such automatic Roll-Up Base reset.

GMDB RIDER SCHEDULE – FORM ML103-5 GMIB ROP(4/08)

Guaranteed Minimum Death Benefit ("GMDB") form ML103-5 GMIB ROP(4/08), is a revision to Rider Schedule ML103-5 GMIB ROP(10/06) approved by your Department on August 16, 2007 for use with GMDB Rider form ML103 approved September 15, 2004. Following approval, the revised Rider Schedule will replace form ML103-5 GMIB ROP(10/06) for use with newly issued GMDB Riders on form ML103.

Revised Rider Schedule ML103-5 GMIB ROP(4/08) is substantially similar to the previous edition. The only change is that the "dollar-for-dollar" withdrawal limit is raised from 5% to 6% of the GMDB Base.

GMDB RIDER – FORM ML103 CMB6

GMDB Rider, form ML103 CMB6, is a new optional GMDB Rider. It may only be elected if, and at the same time as, previously approved GMIB Rider ML115 is elected. The new Rider is substantially similar to GMDB Rider ML103 but differs in that it incorporates minimum and maximum issue age limits and places restrictions on Owners and Annuitants. These age limits and restrictions mirror those contained in GMIB Rider ML115. Additionally, this Rider includes the same Allocation Guidelines and Restrictions as GMIB Rider ML115.

GMDB RIDER SCHEDULE – FORM ML103-5 CMB6(4/08)

GMDB Rider Schedule, form ML103-5 CMB6(4/08), will be issued with Rider ML103 CMB6. It is very similar to Rider Schedule ML103-5 CMB(1/05) approved by your Department on

September 15, 2004. However, this Rider Schedule incorporates the same issue age limits and restrictions on Owners and Annuitants along with the Allocation Guidelines and Restrictions discussed above for Rider ML103 CMB6, which provides the stated consistency with GMIB Rider ML115. The Roll-Up Base will accumulate at 6%. It provides a "dollar-for-dollar" GMDB Base reduction if withdrawals do not exceed the limits provided in the GMIB Rider. The Rider Schedule provides for an Optional Reset of the GMDB Roll-Up Base provided the GMIB Rider Roll-Up Base is also elected to be reset at the same time.

Material that is bracketed in each of the Rider Schedules described above is intended to be illustrative and variable. The enclosed Statements of Variability provide the parameters of the variability of the bracketed wording. The use of bracketed language will enable the Company to maintain the viability of these Rider benefits in the face of changing market conditions, competitive concerns, and industry trends. Unless otherwise specified, any revisions to bracketed language will only apply to newly issued Riders.

Please note that the Rider Schedule pages have variable page numbers. The Base Contract Schedule is contained on the first 10 schedule pages numbered 5A-5J. Rider and/or Endorsement schedule pages will follow and be numbered sequentially beginning with page 5K, 5L, 5M, etc., and continuing until the schedule pages for all Riders and/or Endorsements are printed. Because the Rider/Endorsement schedule page numbering is variable, the submitted pages show the page number as a 5 followed by a blank space where the correct alphabetic variable will automatically be inserted by the Company's issue system.

PAYOUT RATE TABLES ML115RT(4/08) and ML115URT(4/08)

Forms ML115RT(4/08) and ML115URT(4/08) are new sex-distinct and unisex Annuity Payout Rate pages for use with GMIB Rider ML115. These new payout rate tables will replace forms ML115RT(10/06) and ML115URT(10/06), respectively, approved by your Department on August 16, 2006.

The new tables are the guaranteed minimum payout rates for use with Rider ML115. The new rates are based on more conservative actuarial assumptions, resulting in slightly lower payout rates. Upon approval, the appropriate sex-distinct or unisex table will print as pages 3 and 4 of Rider ML115.

APPLICATION ML119

Application ML119 will replace Application ML116 approved by your Department on August 7, 2006. Application ML119 is substantially similar to Application ML116. Questions 11 and 12 have been revised to state the new issue age limits for the optional riders. Question 11 permits selection of an Optional Income Enhancement Benefit with the GMIB Riders, and question 12 permits the election of the new GMDB Rider using form ML103 CMB6.

A Statement of Variability is also enclosed for Application ML119 to explain the manner in which the bracketed wording may vary.

The Honorable Julie Benafield Bowman
February 15, 2008
Page 5

Each of the products above will be sold through direct solicitation by Registered Representatives of Merrill Lynch, Pierce, Fenner & Smith, Inc.

To the best of the Company's knowledge, information, and belief, the forms submitted herewith are in compliance in all respects with the provisions of the insurance laws, rules, and regulations of your state, and such forms contain no provisions previously disapproved by your Department.

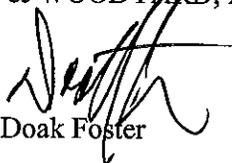
These forms are submitted in final print. The Company reserves the right to change the spacing and font size of the type used in these forms without refileing, subject to compliance with any minimum size standards. The Company also reserves the right to change the color and/or weight of the paper on which these forms are printed and to correct typographical errors without refileing.

If you have any questions or need anything further to expedite the review and approval of this filing, please contact me at (501) 688-8841 or my paralegal, Dorothy Seals, at (501) 370-4243. Thank you for your assistance with this matter.

Very truly yours,

MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.

By


Doak Foster

DF:dls
Enclosures

SERFF Tracking Number: MWSG-125437729 State: Arkansas
 Filing Company: Merrill Lynch Life Insurance Company State Tracking Number: 38190
 Company Tracking Number:
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Individual Variable Annuity Enhancements
 Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Superseded Attachments

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

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	GMDB Rider	02/13/2008	ML103 CMB6 GMDB Rider subm 2-1-08.pdf
No original date	Form	GMDB Rider Schedule	02/13/2008	ML103-5 COMBO MAV- 6% Roll-Up GMDB Sch Pg for subm 2-1-08.pdf
No original date	Form	GMIB Rider Schedule	02/13/2008	ML115-5 GMIB GOLD EXTRA V2 Sch Pg subm 2- 1-08.pdf
No original date	Supporting Document	Statements of Variability	02/13/2008	Statement of Variability ML112-5(4- 08).pdf Statement of Variability ML112-5IE(4- 08).pdf Statement of Variability ML114-5.pdf Statement Of Variability ML114-5IE.pdf

SERFF Tracking Number: MWSG-125437729 State: Arkansas
Filing Company: Merrill Lynch Life Insurance Company State Tracking Number: 38190
Company Tracking Number:
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Individual Variable Annuity Enhancements
Project Name/Number: Individual Variable Annuity Enhancements/ML112-5(4/08)

Statement of
Variability
ML115-5.pdf
Statement of
Variability
ML103-5 GMIB
ROP (4-08).pdf
Statement of
Variability ML103
CMB6 and
ML103-5
CMB6(4-08).pdf
Statement of
Variability
ML119.pdf

MERRILL LYNCH LIFE INSURANCE COMPANY

GUARANTEED MINIMUM DEATH BENEFIT (“GMDB”) RIDER

This Rider is part of the Contract to which it is attached (the “Base Contract”) and is subject to all the terms and conditions of the Base Contract. The provisions of this Rider control over any contrary provisions of the Base Contract.

This Rider is available only if, on the GMDB Effective Date, the Owner (and Co-Owner, if any) is not younger than the Minimum Age for GMDB Rider and is not older than the Maximum Age for GMDB Rider. The GMDB Effective Date and the Minimum Age and Maximum Age for the GMDB Rider are shown on the GMDB Rider page of the Contract Schedule (“GMDB Rider Schedule”).

If the Base Contract has Co-Owners, all references to “age” refer to the oldest Owner’s age. If the Owner is a non-natural person, all references to Owner shall mean Annuitant. As described on the GMDB Rider Schedule, restrictions may apply to Owners and Annuitants.

You may not cancel this Rider. It can only be terminated as described in the Termination Provision of this Rider.

This Rider amends the Base Contract as follows:

Section 7.1.2 of the Base Contract is replaced in its entirety by the following:

7.1.2 DEATH BENEFIT AMOUNT: The Death Benefit during the Accumulation Period is equal to the greater of:

- (i) the Contract Value; or
- (ii) the GMDB Base plus the value of Your interest in any Excluded Accounts.

The amount of the GMDB Base is determined as described on the GMDB Rider Schedule.

Excluded Accounts are shown on the GMDB Rider Schedule.

The Death Benefit is determined on the Death Benefit Determination Date described on the GMDB Rider Schedule.

The Death Benefit may be limited if the conditions described under Death Benefit Limitation on the GMDB Rider Schedule apply.

If there is a change of Owner of the Base Contract and this Rider continues in effect, the period for calculating the GMDB Base may be reduced as described under GMDB Base on the GMDB Rider Schedule.

ALLOCATION GUIDELINES AND RESTRICTIONS: As described on the GMDB Rider Schedule, Allocation Guidelines and Restrictions will apply and We may periodically rebalance Your Account Value while this Rider is in effect.

GMDB CHARGE: The current and maximum GMDB Charge Percentage, how the charge is determined, and when and how it is collected are described on the GMDB Rider Schedule. The current GMDB Charge may change but it will never exceed the maximum GMDB Charge shown on the GMDB Rider Schedule.

TERMINATION: This Rider will terminate upon the earliest of:

- (i) a change of Owner resulting in termination as described under Change of Owner on the GMDB Rider Schedule; or
- (ii) application of all of the Annuity Value to an Annuity Option on the Annuity Date; or
- (iii) receipt of Due Proof of Death (unless from an Eligible Spousal Beneficiary who continues the Base Contract and qualifies for continuation of this Rider); or
- (iv) termination of the Base Contract.

MERRILL LYNCH LIFE INSURANCE COMPANY

By: 
Secretary

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE

GMDB Type: Greater of MAV & Roll-Up (GMIB Rider version)

GMDB Effective Date: [May 1, 2008]

Minimum Age for GMDB Rider: [45]

Maximum Age for GMDB Rider: [75]

Restrictions on Owners:

[Only spouses may be Co-Owners. If there are Co-Owners, they also must be Joint Annuitants. If the Owner is a non-natural person, a Co-Owner is not permitted.]

Restrictions on Annuitants:

[If the Owner is an individual natural person, then the Annuitant must be the Owner. Only spouses may be Joint Annuitants.]

GMDB Base:

The GMDB Base is used solely to determine the Guaranteed Minimum Death Benefit and does not establish or guarantee a Contract Value, cash value, or minimum return for any investment option.

The GMDB Base is the greater of the GMDB Maximum Anniversary Value (MAV) Base and the GMDB Roll-Up Base.

GMDB MAV Base: The GMDB MAV Base is equal to the greatest of the Anniversary Values.

An Anniversary Value is equal to (a) plus (b) minus (c), but not less than zero, where:

- (a) is the Contract Value (minus the value of any amounts in Excluded Accounts) on the GMDB Effective Date, and on each subsequent Contract Anniversary, is [the highest of] the Contract Value (minus the value of any amounts in Excluded Accounts) on such anniversary [or on any of the preceding eleven Monthaversaries]; and
- (b) is the sum of all Additional Premiums allocated to, and all amounts transferred from Excluded Accounts into, any [subaccounts] other than Excluded Accounts, since the date of the highest Contract Value (minus the value of any amounts in Excluded Accounts) used in the last Anniversary Value calculation; and
- (c) is the sum of all "adjusted" withdrawals from, and all amounts transferred into Excluded Accounts from, any [subaccounts] other than Excluded Accounts, since the date of the highest Contract Value (minus the value of any amounts in Excluded Accounts) used in the last Anniversary Value calculation.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

Each “adjusted” withdrawal is equal to the amount of such withdrawal from any [subaccounts] other than Excluded Accounts multiplied by (a) and divided by (b), where:

- (a) is the GMDB MAV Base immediately prior to the withdrawal; and
- (b) is the [Account Value] (minus any amounts in Excluded Accounts) immediately prior to the withdrawal.

[If the Contract Date falls on the 29th, 30th or 31st, for purposes of calculating Monthaversary Values, We will use the last day of the month for any month that does not have a corresponding Monthaversary.]

[In any Contract Year in which there is a change of Owner (other than as the result of either the removal of an Owner or exercise of the Spousal Beneficiary Continuation Option), only the Contract Value (minus any amounts in Excluded Accounts) on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Anniversary Value calculation.]

We will calculate an Anniversary Value on the GMDB Effective Date and on each Contract Anniversary thereafter through the earlier of the GMDB MAV Base Limitation Date and the Owner’s date of death (the first Owner to die if the Contract has Co-Owners).

The **GMDB MAV Base Limitation Date** is [the Contract Anniversary on or following the oldest Owner’s [85th] birthday.]

If there is a change of Owner and this Rider continues in effect, the GMDB MAV Base Limitation Date will be reset based on the new Owner’s age if the following two conditions apply:

- (i) on the GMDB Effective Date the new Owner was older than the Owner whose age was used to determine the GMDB MAV Base Limitation Date immediately prior to the change of Owner; and
- (ii) the GMDB MAV Base Limitation Date immediately prior to the change of Owner is later than the date of the change of Owner.

The GMDB MAV Base Limitation Date will not be reset to a date which is earlier than the date of the change of Owner.

GMDB Roll-Up Base: The GMDB Roll-Up Base is equal to (a) plus (b) minus (c), but not less than zero, where:

- (a) is the Contract Value on the GMDB Effective Date [plus any Additional Premium received prior to the earlier of the first withdrawal and the first Quartersversary following the GMDB Effective Date] allocated to any [subaccounts] other than Excluded Accounts, with interest compounded daily from the GMDB Effective Date at an annual rate of [6]%; and

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

- (b) is the sum of all Additional Premiums [received on or after the earlier of the first withdrawal and the first Quartersversary following the GMDB Effective Date] allocated to, and all amounts transferred from Excluded Accounts into, any [subaccounts] other than Excluded Accounts, since the GMDB Effective Date, with interest compounded daily from the Contract Anniversary on or following the effective date of each Additional Premium payment or transfer at an annual rate of [6]%; and
- (c) is the sum of all “adjusted” withdrawals from, and all amounts transferred into Excluded Accounts from, any [subaccounts] other than Excluded Accounts, since the GMDB Effective Date, with interest compounded daily from the Contract Anniversary on or following the effective date of each withdrawal or transfer at an annual rate of [6]%.

Each “adjusted” withdrawal is equal to the amount of such withdrawal from any [subaccounts] other than Excluded Accounts, multiplied by an adjustment factor:

- (1) if the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, is less than or equal to [6]% times GMDB Roll-Up Base attributable to the beginning of the Contract Year, the adjustment factor is 1.0; or
- (2) if the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, is greater than [6]% times GMDB Roll-Up Base attributable to the beginning of the Contract Year, the adjustment factor is (a) divided by (b) where:
 - (a) is GMDB Roll-Up Base immediately prior to such withdrawal; and
 - (b) is the [Account Value] less any amounts in Excluded Accounts, immediately prior to such withdrawal.

[Required Minimum Distribution (RMD): If You are required to take withdrawals from Your Contract to satisfy the RMD rules under Section 401(a)(9) of the Internal Revenue Code You must notify Us in writing.

If We receive such written notification and if We determine that the RMD for Your Contract is greater than [6]% times GMDB Roll-Up Base attributable to the beginning of the Contract Year, then the adjustment factor is 1.0 for any such withdrawal provided the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, does not exceed the RMD for Your Contract.]

For purposes of compounding interest in GMDB Roll-up Base above, such interest shall accrue until the earlier of the GMDB Roll-Up Base Limitation Date or the Owner’s date of death (the first Owner to die if the Contract has Co-Owners). No interest shall accrue thereafter.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

The **GMDB Roll-Up Base Limitation Date** is the Contract Anniversary on or following the oldest Owner's [85th] birthday.]

If there is a change of Owner and this Rider continues in effect, the GMDB Roll-Up Base Limitation Date will be reset based on the new Owner's age if the following two conditions apply:

- (i) on the GMDB Effective Date the new Owner was older than the Owner whose age was used to determine the GMDB Roll-Up Base Limitation Date immediately prior to the change of Owner; and
- (ii) the GMDB Roll-Up Base Limitation Date immediately prior to the change of Owner is later than the date of the change of Owner.

The GMDB Roll-Up Base Limitation Date will not be reset to a date which is earlier than the date of the change of Owner.

[Optional Reset:

On each Contract Anniversary up to and including the Contract Anniversary on or following the oldest Annuitant's [75th] Birthday, the Owner can request that the GMDB Roll-Up Base be reset to equal the GMDB MAV Base on such Anniversary, if higher. The GMIB Roll-Up Base in the related GMIB Rider must also be requested to be reset at the same time. The Owner's request must be by written notification to Our Service Center and must be received no later than [30] days following such Anniversary. We may permit the Owner to make a single election of Optional Resets in the two Riders for a number of consecutive years.]

If the related GMIB Rider is no longer in effect (other than due to expiration of the Exercise Period on the Last Exercise Date), this GMDB Rider will terminate on the date the GMIB Rider is cancelled.

Excluded Accounts:

[None]

We reserve the right to add or delete a [subaccount] from the list of Excluded Accounts if such [subaccount] is added or deleted as an investment option.

Death Benefit Determination Date:

The Death Benefit will be determined as of [the date We receive Due Proof of Death of the Owner (the first Owner to die if the Contract has Co-Owners) at Our Service Center. If the Contract has more than one Beneficiary, the Death Benefit will be determined as of the date We receive Due Proof of Death from each Beneficiary.]

Death Benefit Limitation:

[If an Owner dies within [90 days] of the GMDB Effective Date or within [6 months] of the date of a change of Owner where the life upon which payment of the Death Benefit is based has changed (unless under the Spousal Beneficiary Continuation Option), the Death Benefit will be limited to payment of the Contract Value.]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

Change of Owner:

If there is a change of Owner or an assignment of this Contract (in states where applicable), this Rider will terminate unless the Owner is changed under any of the circumstances described below:

- [(1)] [a spouse of the current Owner is added as an Owner and was not younger than the Minimum Age for GMDB Rider nor older than the Maximum Age for GMDB Rider on the effective date of the change of Owner; or]
- [(2)] [a spouse of the current Owner is removed as an Owner; or]
- [(3)] [as the result of the creation or termination of a trust, the life (or lives) upon which payment of the GMDB Amount is based has not changed; or]
- [(4)] [an Eligible Spousal Beneficiary becomes the Owner while this Rider is still available and was not older than the Maximum Age for GMDB Rider on the [Spousal Continuation Date].]

Allocation Guidelines and Restrictions:

[Unless You agree to participate in another investment program which We may make available to satisfy the Allocation Guidelines and Restrictions, You must participate in a [quarterly] Rebalancing Program and provide Us with written instructions that comply with the following:

- (1) You must allocate at least [40]%, but not more than [70]% of Your total allocations among [subaccounts] in the following Investment Categories:
 - [Large Cap]
 - [Mid Cap]
 - [Small Cap]
 - [International]
- (2) You must allocate no more than [40]% of Your total allocations among the following Investment Categories:
 - [Small Cap]
 - [International]
 - [Alternative]
 - [Money Market]
- (3) You must allocate the remaining amounts among the other Investment Categories so Your total allocations equal 100%.
- (4) You must choose a periodic Rebalancing Date [from the 1st through the 28th day of the month.]
- (5) You must schedule Your first Rebalancing Date to begin within [95] days from the GMDB Effective Date.
- (6) You agree to furnish new allocation instructions that comply with (1) – (3) above prior to any future closure or elimination of a [subaccount] in which You are invested.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMDB RIDER SCHEDULE (Continued)

You may request to change Your instructions while this Rider is in effect provided that each request complies with (1) – (4) above.

On each [quarterly] Rebalancing Date, We will automatically reallocate Your [Account Value] to maintain the percentage allocation among the [subaccounts] that You have selected.

You must allocate any additional Premiums in accordance with the [subaccounts] and percentages You have selected.

You may request to transfer among [subaccounts] while this Rider is in effect provided that each request results in an allocation of Your [Account Value] that complies with (1) and (2) above as of the end of the last Valuation Period preceding receipt of Your request.

Only pro-rata withdrawal requests affecting all [subaccounts] in which You are invested will be accepted while this Rider is in effect.

[We reserve the right to impose additional limitations on Your ability to allocate to or make transfers involving any designated [subaccounts] made available in the future.]]

GMDB Charge:

	<u>Current</u>	<u>Maximum</u>
GMDB Charge Percentage:	[0.65% annually]	[1.20% annually]

[The GMDB Charge is calculated on each Monthaversary as follows:

- (i) the GMDB Base is determined on the Monthaversary;
- (ii) that amount is multiplied by the current GMDB Charge Percentage;
- (iii) the resulting amount is divided by 12.

The sum of the GMDB Charges calculated on each of the three preceding Monthaversaries is deducted from the Contract Value on each Quarterversary.

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthaversary or Quarterversary for purposes of calculating and deducting GMDB Charges.]

If the GMDB Rider is terminated other than on a Quarterversary, We will deduct from the Contract Value the pro-rata portion of any GMDB Charges calculated on any prior Monthaversary but not yet collected.]

[The GMDB Charge is deducted from each [subaccount] in the ratio of Your interest in each [subaccount] to Your [Account Value] on the date the charge is collected.]

The [Contract Value and] Surrender Value [are] reduced by any GMDB Charges calculated but not yet collected.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE

GMIB Effective Date: [May 1, 2008]

Minimum Age for GMIB Rider: [45]

Maximum Age for GMIB Rider: [75]

Restrictions on Owners:

[Only spouses may be Co-Owners. If there are Co-Owners, they also must be Joint Annuitants. If the Owner is a non-natural person, a Co-Owner is not permitted.]

Restrictions on Annuitants:

[If the Owner is an individual natural person, then the Annuitant must be the Owner. Only spouses may be Joint Annuitants.]

Waiver of Contract Provisions:

The following Contract Provisions are waived while the No Lapse Guarantee for this Rider is in effect:

- [1] [the Inactive Contract provision in the General Provisions section of the Base Contract; and]
- [2] [the Minimum Surrender Value after a partial withdrawal requirement in the **Withdrawals** section of the Contract Schedule, except if You request a withdrawal that causes the No Lapse Guarantee Withdrawal Limit (as described in the **No Lapse Guarantee** section of this GMIB Rider Schedule) to be exceeded.]

Allocation Guidelines and Restrictions:

[Unless You agree to participate in another investment program which We may make available to satisfy the Allocation Guidelines and Restrictions, You must participate in a [quarterly] Rebalancing Program and provide Us with written instructions that comply with the following:

- (1) You must allocate at least [40]%, but not more than [70]% of Your total allocations among [subaccounts] in the following Investment Categories:
 - [Large Cap]
 - [Mid Cap]
 - [Small Cap]
 - [International]
- (2) You must allocate no more than [40]% of Your total allocations among the following Investment Categories:
 - [Small Cap]
 - [International]
 - [Alternative]
 - [Money Market]
- (3) You must allocate the remaining amounts among the other Investment Categories so Your total allocations equal 100%.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

- (4) You must choose a periodic Rebalancing Date [from the 1st through the 28th day of the month.]
- (5) You must schedule Your first Rebalancing Date to begin within [95] days from the GMIB Effective Date.
- (6) You agree to furnish new allocation instructions that comply with (1) – (3) above prior to any future closure or elimination of a [subaccount] in which You are invested.

You may request to change Your instructions while this Rider is in effect provided that each request complies with (1) – (4) above.

On a GMIB Effective Date following the Contract Date and each [quarterly] Rebalancing Date thereafter, We will automatically reallocate Your [Account Value] to maintain the percentage allocation among the [subaccounts] that You have selected.

You must allocate any additional Premiums in accordance with the [subaccounts] and percentages You have selected.

You may request to transfer among [subaccounts] while this Rider is in effect provided that each request results in an allocation of Your [Account Value] that complies with (1) and (2) above as of the end of the last Valuation Period preceding receipt of Your request.

Only pro-rata withdrawal requests affecting all [subaccounts] in which You are invested will be accepted while this Rider is in effect.

[We reserve the right to impose additional limitations on Your ability to allocate to or make transfers involving any designated [subaccounts] made available in the future.]]

GMIB Base:

The GMIB Base is used solely to determine the Guaranteed Minimum Income Benefit and does not establish or guarantee a Contract Value, cash value, minimum Death Benefit or minimum return for any investment option.

The **GMIB Base** is equal to the greater of the GMIB Maximum Anniversary Value (MAV) Base and the GMIB Roll-Up Base.

GMIB MAV Base: The GMIB MAV Base is equal to the greatest of the Anniversary Values.

An Anniversary Value is equal to (a) plus (b) minus (c), but not less than zero, where:

- (a) is the Contract Value (minus the value of any amounts in Excluded Accounts) on the GMIB Effective Date, and on each subsequent Contract Anniversary, is [the highest of] the Contract Value (minus the value of any amounts in Excluded Accounts) on such anniversary [or on any of the preceding eleven Monthaversaries]; and

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

- (b) is the sum of all Additional Premiums allocated to, and all amounts transferred from Excluded Accounts into, any [subaccounts] other than Excluded Accounts, since the date of the highest Contract Value (minus the value of any amounts in Excluded Accounts) used in the last Anniversary Value calculation; and
- (c) is the sum of all “adjusted” withdrawals from, and all amounts transferred into Excluded Accounts from, any [subaccounts] other than Excluded Accounts, since the date of the highest Contract Value (minus the value of any amounts in Excluded Accounts) used in the last Anniversary Value calculation.

Each “adjusted” withdrawal is equal to the amount of such withdrawal from any [subaccounts] other than Excluded Accounts multiplied by (a) and divided by (b), where:

- (a) is the GMIB MAV Base immediately prior to the withdrawal; and
- (b) is the [Account Value] (minus any amounts in Excluded Accounts) immediately prior to the withdrawal.

[If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthaversary for purposes of calculating Monthaversary Values.]

[In any Contract Year in which there is a change of Owner (other than as the result of either the removal of an Owner or exercise of the Spousal Beneficiary Continuation Option), only the Contract Value (minus any amounts in Excluded Accounts) on the Anniversary, and not on the preceding eleven Monthaversaries, will be used in the Anniversary Value calculation.]

We will calculate an Anniversary Value on the GMIB Effective Date and on each Contract Anniversary thereafter through the earlier of the GMIB MAV Base Limitation Date and the date You exercise GMIB.

The **GMIB MAV Base Limitation Date** is [the Contract Anniversary on or following the oldest Annuitant’s [85th] birthday.]

If there is a change of Annuitant and this Rider continues in effect, the GMIB MAV Base Limitation Date will be reset based on the new Annuitant’s age if the following conditions apply:

- (i) on the GMIB Effective Date the new Annuitant was older than the Annuitant whose age was used to determine the GMIB MAV Base Limitation Date immediately prior to the change of Annuitant; and
- (ii) the GMIB MAV Base Limitation Date immediately prior to the change of Annuitant is later than the date of the change of Annuitant.

The GMIB MAV Base Limitation Date will not be reset to a date which is earlier than the date of the change of Annuitant.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

GMIB Roll-Up Base: Prior to the Contract Anniversary of the first Optional (GMIB Roll-Up Base) Reset, if any, the GMIB Roll-Up Base is equal to (a) plus (b) minus (c), but not less than zero, where:

- (a) is the Contract Value on the GMIB Effective Date[, plus any Additional Premium received prior to the earlier of the first withdrawal and the first Quartersversary following the GMIB Effective Date,] allocated to any [subaccounts] other than Excluded Accounts, with interest compounded daily from the GMIB Effective Date at an annual rate of [6]%; and
- (b) is the sum of all Additional Premiums [received on or after the earlier of the first withdrawal and the first Quartersversary following the GMIB Effective Date] allocated to any [subaccounts] other than Excluded Accounts, plus all amounts transferred from Excluded Accounts into any [subaccounts] other than Excluded Accounts, with interest compounded daily from the Contract Anniversary on or following the effective date of each Additional Premium payment or transfer at an annual rate of [6]%; and
- (c) is the sum of all “adjusted” withdrawals from, and all amounts transferred into Excluded Accounts from, any [subaccounts] other than Excluded Accounts, with interest compounded daily from the Contract Anniversary on or following the effective date of each withdrawal or transfer at an annual rate of [6]%.

On and after the Contract Anniversary when an Optional (GMIB Roll-Up Base) Reset is requested, the GMIB Roll-Up Base is equal to (a) plus (b) minus (c), but not less than zero, where:

- (a) is the GMIB MAV Base on the Contract Anniversary of the most recent Optional Reset allocated to any [subaccounts] other than Excluded Accounts, with interest compounded daily from such Contract Anniversary at an annual rate of [6]%; and
- (b) is the sum of all Additional Premiums received on or after the Contract Anniversary of the most recent Optional Reset allocated to any [subaccounts] other than Excluded Accounts, plus all amounts transferred from Excluded Accounts into any [subaccounts] other than Excluded Accounts, with interest compounded daily from the Contract Anniversary on or following the effective date of each Additional Premium payment or transfer at an annual rate of [6]%; and
- (c) is the sum of all “adjusted” withdrawals from, and all amounts transferred into Excluded Accounts from, any [subaccounts] other than Excluded Accounts, on or after the Contract Anniversary of the most recent Optional Reset, with interest compounded daily from the Contract Anniversary on or following the effective date of each withdrawal or transfer at an annual rate of [6]%.

Each “adjusted” withdrawal is equal to the amount of such withdrawal from any [subaccounts] other than Excluded Accounts multiplied by an adjustment factor:

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

- (1) if the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, is less than or equal to [6]% times GMIB Roll-Up Base attributable to the beginning of the Contract Year, the adjustment factor is 1.0; or
- (2) if the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, is greater than [6]% times GMIB Roll-Up Base attributable to the beginning of the Contract Year, the adjustment factor is (a) divided by (b) where:
 - (a) is GMIB Roll-Up Base immediately prior to such withdrawal; and
 - (b) is the [Account Value] (minus any amounts in Excluded Accounts) immediately prior to such withdrawal.

[Required Minimum Distribution (RMD): If You are required to take withdrawals from Your Contract to satisfy the RMD rules under Section 401(a)(9) of the Internal Revenue Code You must notify Us in writing.

If We receive such written notification and if We determine that the RMD for Your Contract is greater than [6]% times GMIB Roll-Up Base attributable to the beginning of the Contract Year, then the adjustment factor is 1.0 for any such withdrawal provided the total of all withdrawals from any [subaccounts] other than Excluded Accounts during the Contract Year, including the amount of the requested withdrawal, does not exceed the RMD for Your Contract.]

For purposes of compounding interest in GMIB Roll-Up Base above, such interest shall accrue until the earlier of the GMIB Roll-Up Base Limitation Date or the date You exercise GMIB. No interest shall accrue thereafter.

The **GMIB Roll-Up Base Limitation Date** is [the Contract Anniversary on or following the oldest Annuitant's [85th] birthday.]

If there is a change of Annuitant and this Rider continues in effect, the GMIB Roll-Up Base Limitation Date will be reset based on the new Annuitant's age if the following conditions apply:

- (i) on the GMIB Effective Date the new Annuitant was older than the Annuitant whose age was used to determine the GMIB Roll-Up Base Limitation Date immediately prior to the change of Annuitant; and
- (ii) the GMIB Roll-Up Base Limitation Date immediately prior to the change of Annuitant is later than the date of the change of Annuitant.

The GMIB Roll-Up Base Limitation Date will not be reset to a date which is earlier than the date of the change of Annuitant.

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

[Optional Reset:

On each Contract Anniversary up to and including the Contract Anniversary on or following the oldest Annuitant's [75th] Birthday, the Owner can request that the GMIB Roll-Up Base be reset to equal GMIB MAV Base on such Anniversary, if higher. Upon each such reset, the First Exercise Anniversary Date will also be redetermined as noted below.

The Owner's request must be by written notification to Our Service Center and must be received no later than [30] days following such Anniversary. We may permit the Owner to make a single election of Optional Resets for a number of consecutive years.]

GMIB Exercise Period:

You may exercise GMIB on or during the [30] day period following each Contract Anniversary beginning with the First Exercise Anniversary Date and ending with the Last Exercise Anniversary Date.

First Exercise Anniversary Date:

The [10th] Contract Anniversary following [the later of] the GMIB Effective Date [or the effective date of any Optional Reset].

Last Exercise Anniversary Date: [May 1, 2033]

The Contract Anniversary on or following the oldest Annuitant's [85th] birthday.

Last Exercise Date: [May 31, 2033]

The [30th] day following the Last Exercise Anniversary Date.

Annuity Options Available on Exercise of GMIB:

[Life Annuity]

[Joint and Survivor Life Annuity]

[Life Annuity with Payments Guaranteed for 10 Years]

[Joint and Survivor Life Annuity with Payments Guaranteed for 10 Years]

Excluded Accounts:

[None]

We reserve the right to add or delete a [subaccount] from the list of Excluded Accounts if such [subaccount] is added or deleted as an investment option.

Change of Annuitant:

If there is a change of Annuitant, this Rider will terminate unless the Annuitant is changed under any of the circumstances described below:

[(1)] [the Annuitant is changed to a person who was not younger than the Minimum Age for GMIB Rider nor older than the Maximum Age for GMIB Rider on the GMIB Effective Date; or]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

[(2)] [the Annuitant is changed to an Eligible Spousal Beneficiary who was not younger than the Minimum Age for GMIB Rider on the [Spousal Continuation Date].]

If there is a change of Annuitant, this Rider will terminate if the recalculated Last Exercise Date is earlier than the date of the change of Annuitant.

Change of Owner:

If there is a change of Owner or an assignment of this Contract (in states where applicable), this Rider will terminate unless the Owner is changed under any of the circumstances described below:

- [(1)] [a spouse of the current Owner is added as an Owner and was not younger than the Minimum Age for GMIB Rider nor older than the Maximum Age for GMIB Rider on the effective date of the change of Owner; or]
- [(2)] [a spouse of the current Owner is removed as an Owner; or]
- [(3)] [as the result of the creation or termination of a trust, the life (or lives) upon which payment of the GMIB Amount is based has not changed; or]
- [(4)] [an Eligible Spousal Beneficiary becomes the Owner while this Rider is still available and was not younger than the Minimum Age for GMIB Rider on the [Spousal Continuation Date].]

No Lapse Guarantee:

Provided that the sum of all withdrawals from [subaccounts] other than Excluded Accounts has not exceeded the No Lapse Guarantee Withdrawal Limit (described below) during each Contract Year following the GMIB Effective Date [prior to the First Exercise Anniversary Date], the following will occur on any date the Account Value is reduced to zero:

- (1) an Annuity Date no earlier than the next Contract Anniversary will be set; and
- (2) the GMIB Base less any applicable premium taxes as of such date will be applied to the GMIB Annuity Option Payout Rates for the Annuity Option You select based on the age and sex (where permissible) of the Annuitant; and
- (3) all riders attached to the Base Contract will terminate.

Any withdrawal which causes total withdrawals in any Contract Year to exceed the No Lapse Guarantee Withdrawal Limit will irrevocably terminate the No Lapse Guarantee.

No Lapse Guarantee Withdrawal Limit: For each Contract Year, the No Lapse Guarantee Withdrawal Limit is [6]% of the GMIB Roll-Up Base attributable to the beginning of the Contract Year.

[If We receive written notification that You are required to take withdrawals from Your Contract to satisfy the RMD rules under Section 401(a)(9) of the Internal Revenue Code and if We determine that the RMD for Your Contract exceeds [6]% times GMIB Roll-Up Base attributable to the beginning of the Contract Year, the No Lapse Guarantee Withdrawal Limit will be extended to such RMD amount.]

CONTRACT SCHEDULE (Continued)

Contract Number: [%999999999]

GMIB RIDER SCHEDULE (Continued)

GMIB Charge:

	<u>Current</u>	<u>Maximum</u>
GMIB Charge Percentage:	[0.75% annually]	[1.20% annually]

[The GMIB Charge is calculated on each Monthiversary as follows:

- (i) the GMIB Base is determined on the Monthiversary;
- (ii) that amount is multiplied by the current GMIB Charge Percentage;
- (iii) the resulting amount is divided by 12.

The sum of the GMIB Charges calculated on each of the three preceding Monthaversaries is deducted from the Contract Value on each Quarterversary.

If the Contract Date falls on the 29th, 30th or 31st, We will use the last day of the month for any month that does not have a corresponding Monthaversary or Quarterversary for purposes of calculating and deducting GMIB Charges.

If the GMIB Rider is terminated other than on a Quarterversary, We will deduct from the Contract Value the pro-rata portion of any GMIB Charges calculated on any prior Monthaversary but not yet collected.]

[The GMIB Charge is deducted from each [subaccount] in the ratio of Your interest in each [subaccount] to Your [Account Value] on the date the charge is collected.]

The [Contract Value and] Surrender Value [are] reduced by any GMIB Charges calculated but not yet collected.

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

**GUARANTEED MINIMUM WITHDRAWAL BENEFIT (“GMWB”) RIDER – ML112
GMWB RIDER SCHEDULE – ML112-5(4/08)**

The language that is bracketed on the GMWB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMWB Effective Date	This is specific to each Contract.
Min Age for GMWB Rider	The minimum age will be within the range of (00–60).
Max Age for GMWB Rider	The maximum age will be within the range of (75–80).
Allowable GMWB Cancellation Dates	The amount of time between the Contract Anniversaries on which this Rider may be cancelled will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Allowable GMWB Addition Dates	The amount of time between the Contract Anniversaries on which this Rider may be re-elected after cancellation will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Restrictions on Owners	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Restrictions on Annuitants	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Waiver of Contract Provisions	The Contract Provisions which will be waived while this Rider is in effect may be revised.
Allocation Guidelines and Restrictions	<p>The Company may revise the Allocation Guidelines and Restrictions to utilize specified Asset Allocation models and/or a Self-Directed allocation program meeting stated limitations.</p> <p>Under the current Self-Directed allocation program: The frequency of the required rebalancing may be [monthly] or [quarterly]. The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future. The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%). The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%). The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%). The Investment Categories may be revised. The periodic Rebalancing Date may be a stated day of the month. The interval from the GMWB Effective Date to the first Rebalancing Date will be in the range of (30 - 120) days. The frequency of automatic reallocation may [monthly] or [quarterly]. If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly. Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>

Lifetime Income Percentage (LIP)	<p>The Age groupings and/or related Lifetime Income Percentages (LIPs) may be revised. The LIPs will be within the range of (3%-10%).</p> <p>The reduction in LIP may be eliminated. If utilized, the period in Contract Years during which a reduction may be assessed will be within the range of (1-5) years. The reduction percentage will be within the range of (0.5%-2.0%).</p> <p>The LIP may be automatically redetermined in the range of (1-5) years or automatic redetermination could be discontinued.</p> <p>The first withdrawal prior to [age] and related [age] of automatic LIP redetermination will be the lowest age with a non-zero LIP.</p>
GMWB Base	<p>The Anniversary Value calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.</p> <p>If the GMWB Roll-Up Base is not provided, the first sentence under (2) will be appropriately revised, and the GMWB Roll-Up Base descriptions will be deleted.</p> <p>If provided, the inclusion of Additional Premiums with the Initial Premium will be for payments in the range of (30 – 120) days following the Contract Date.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [Contract Value] and [Account Value] may be revised accordingly.</p>
GMWB Roll-Up Base (if provided)	If the GMWB Roll-Up Base is provided, the interest rates may be revised. These interest rates will be within the range of (3%-7%).
GMWB Roll-Up Base Limitation Date (if provided)	If the GMWB Roll-Up Base is provided, the number of Contract Years during which it will be accrued will be in the range of (3 – 10) Contract Years.
Automatic Roll-Up Reset (if provided)	If provided, the Automatic Roll-Up Reset will occur in the range of (1 – 10) years.
Required Minimum Distributions (RMDs) (if provided)	The special administrative treatment of RMDs may be eliminated.
Automatic Step-Up (if provided)	If provided, the frequency of the Automatic Step-Up of the GMWB Base will be within the range of (1–5) years, and the Automatic Step-Up will continue for the range of (10 – unlimited) years. The Automatic Step-Up calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.
GMWB Settlement	<p>The determination of the Annuity Date may be revised. A specific day of the month within the range of (1–28) may be used.</p> <p>The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments.</p>
Change of Owner	<p>The condition(s) governing whether the Rider may continue in effect following a change of Owner may be revised.</p> <p>The minimum age determination for a spousal beneficiary may be based on the [GMWB Effective Date] or the [Spousal Continuation Date].</p>
Spousal Continuation	<p>On Spousal Continuation [the GMWB Base will be reset to equal the greater of the Contract Value and the GMWB Base on the Spousal Continuation Date] or [the GMWB Base will be reset to equal the Contract Value on the Spousal Continuation Date] or [the GMWB Base will remain unchanged].</p> <p>The LIP may be based on the age of the spouse on the [Spousal Continuation Date] or the [GMWB Effective Date].</p>
Premium Limitation	This limitation may be revised or eliminated, in which case [None] would be shown.

Benefit Available on Maturity Date	The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
GMWB Charge	<p>The current and maximum charges in effect on the GMWB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>The method of calculation of charges may be revised.</p> <p>When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised. The rules for pro-rating charges on termination may be revised.</p> <p>The method of deduction of the charge may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be appropriately revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMWB Charges calculated but not yet collected.</p>

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

**GUARANTEED MINIMUM WITHDRAWAL BENEFIT (“GMWB”) RIDER – ML112
GMWB RIDER SCHEDULE – ML112-5IE(4/08)**

The language that is bracketed on the GMWB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMWB Effective Date	This is specific to each Contract.
Min Age for GMWB Rider	The minimum age will be within the range of (00–60).
Max Age for GMWB Rider	The maximum age will be within the range of (75–80).
Allowable GMWB Cancellation Dates	The amount of time between the Contract Anniversaries on which this Rider may be cancelled will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Allowable GMWB Addition Dates	The amount of time between the Contract Anniversaries on which this Rider may be re-elected after cancellation will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Restrictions on Owners	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Restrictions on Annuitants	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Waiver of Contract Provisions	The Contract Provisions which will be waived while this Rider is in effect may be revised.
Allocation Guidelines and Restrictions	<p>The Company may revise the Allocation Guidelines and Restrictions to utilize specified Asset Allocation models and/or a Self-Directed allocation program meeting stated limitations.</p> <p>Under the current Self-Directed allocation program:</p> <p>The frequency of the required rebalancing may be [monthly] or [quarterly].</p> <p>The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future.</p> <p>The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%).</p> <p>The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%).</p> <p>The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%).</p> <p>The Investment Categories may be revised.</p> <p>The periodic Rebalancing Date may be a stated day of the month.</p> <p>The interval from the GMWB Effective Date to the first Rebalancing Date will be in the range of (30 - 120) days.</p> <p>The frequency of automatic reallocation may [monthly] or [quarterly].</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly.</p> <p>Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>

Lifetime Income Percentage (LIP)	<p>The Age groupings and/or related Lifetime Income Percentages (LIPs) may be revised. The LIPs will be within the range of (3%-10%).</p> <p>The reduction in LIP may be eliminated. If utilized, the period in Contract Years during which a reduction may be assessed will be within the range of (1-5) years. The reduction percentage will be within the range of (0.5%-2.0%).</p> <p>The LIP may be automatically redetermined in the range of (1-5) years or automatic redetermination could be discontinued.</p> <p>The first withdrawal prior to [age] and related [age] of automatic LIP redetermination will be the lowest age with a non-zero LIP.</p>
GMWB Base	<p>The Anniversary Value calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.</p> <p>If the GMWB Roll-Up Base is not provided, the first sentence under (2) will be appropriately revised, and the GMWB Roll-Up Base descriptions will be deleted.</p> <p>If provided, the inclusion of Additional Premiums with the Initial Premium will be for payments in the range of (30 – 120) days following the Contract Date.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [Contract Value] and [Account Value] may be revised accordingly.</p>
GMWB Roll-Up Base (if provided)	If the GMWB Roll-Up Base is provided, the interest rates may be revised. These interest rates will be within the range of (3%-7%).
GMWB Roll-Up Base Limitation Date (if provided)	If the GMWB Roll-Up Base is provided, the number of Contract Years during which it will be accrued will be in the range of (3 – 10) Contract Years.
Automatic Roll-Up Reset (if provided)	If provided, the Automatic Roll-Up Reset will occur in the range of (1 – 10) years.
Required Minimum Distributions (RMDs) (if provided)	The special administrative treatment of RMDs may be eliminated.
Automatic Step-Up (if provided)	If provided, the frequency of the Automatic Step-Up of the GMWB Base will be within the range of (1–5) years, and the Automatic Step-Up will continue for the range of (10 – unlimited) years. The Automatic Step-Up calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.
GMWB Settlement	<p>The determination of the Annuity Date may be revised. A specific day of the month within the range of (1–28) may be used.</p> <p>The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments.</p>
Change of Owner	<p>The condition(s) governing whether the Rider may continue in effect following a change of Owner may be revised.</p> <p>The minimum age determination for a spousal beneficiary may be based on the [GMWB Effective Date] or the [Spousal Continuation Date].</p>
Spousal Continuation	<p>On Spousal Continuation [the GMWB Base will be reset to equal the greater of the Contract Value and the GMWB Base on the Spousal Continuation Date] or [the GMWB Base will be reset to equal the Contract Value on the Spousal Continuation Date] or [the GMWB Base will remain unchanged].</p> <p>The LIP may be based on the spouse’s age on the [Spousal Continuation Date] or the [GMWB Effective Date].</p>
Premium Limitation	This limitation may be revised or eliminated, in which case [None] would be shown.

Benefit Available on Maturity Date	The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Elimination Period	The numbers of days will be within the ranges of (60 – 270) and (180 – 545) respectively.
Waiting Period	The waiting period will be with the range of (9 – 15) months.
Age at First Withdrawal	The age will be in the range (40 – 80).
Income Enhancement Benefit Increase Percentage	The Increase Percentage will be in the range (75% - 125%).
GMWB Charge	<p>The current and maximum charges in effect on the GMWB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>The method of calculation of charges may be revised.</p> <p>When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised. The rules for pro-rating charges on termination may be revised.</p> <p>The method of deduction of the charge may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be appropriately revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMWB Charges calculated but not yet collected.</p>

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

**GUARANTEED MINIMUM WITHDRAWAL BENEFIT (“GMWB”) RIDER – ML114
GMWB RIDER SCHEDULE – ML114-5(4/08)**

The language that is bracketed on the GMWB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMWB Effective Date	This is specific to each Contract.
Min Age for GMWB Rider	The minimum age will be within the range of (00–60).
Max Age for GMWB Rider	The maximum age will be within the range of (75–80).
Allowable GMWB Cancellation Dates	The amount of time between the Contract Anniversaries on which this Rider may be cancelled will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Allowable GMWB Addition Dates	The amount of time between the Contract Anniversaries on which this Rider may be re-elected after cancellation will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Restrictions on Owners	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Restrictions on Annuitants	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Waiver of Contract Provisions	The Contract Provisions which will be waived while this Rider is in effect may be revised.
Allocation Guidelines and Restrictions	<p>The Company may revise the Allocation Guidelines and Restrictions to utilize specified Asset Allocation models and/or a Self-Directed allocation program meeting stated limitations.</p> <p>Under the current Self-Directed allocation program: The frequency of the required rebalancing may be [monthly] or [quarterly]. The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future. The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%). The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%). The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%). The Investment Categories may be revised. The periodic Rebalancing Date may be a stated day of the month. The interval from the GMWB Effective Date to the first Rebalancing Date will be in the range of (30 - 120) days. The frequency of automatic reallocation may [monthly] or [quarterly]. If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly. Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>

Lifetime Income Percentage (LIP)	<p>The Age groupings and/or related Lifetime Income Percentages (LIPs) may be revised. The LIPs will be within the range of (3%-10%).</p> <p>The reduction in LIP may be eliminated. If utilized, the period in Contract Years during which a reduction may be assessed will be within the range of (1-5) years. The reduction percentage will be within the range of (0.5%-2.0%).</p> <p>The LIP may be automatically redetermined in the range of (1-5) years or automatic redetermination could be discontinued.</p> <p>The first withdrawal prior to [age] and related [age] of automatic LIP redetermination will be the lowest age with a non-zero LIP.</p>
GMWB Base	<p>The Anniversary Value calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.</p> <p>If the GMWB Roll-Up Base is not provided, the first sentence under (2) will be appropriately revised, and the GMWB Roll-Up Base descriptions will be deleted.</p> <p>If provided, the inclusion of Additional Premiums with the Initial Premium will be for payments in the range of (30 – 120) days following the Contract Date.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [Contract Value] and [Account Value] may be revised accordingly.</p>
GMWB Roll-Up Base (if provided)	<p>If the GMWB Roll-Up Base is provided, the interest rates may be revised. These interest rates will be within the range of (3%-7%).</p>
GMWB Roll-Up Base Limitation Date (if provided)	<p>If the GMWB Roll-Up Base is provided, the number of Contract Years during which it will be accrued will be in the range of (3 – 10) Contract Years.</p>
Automatic Roll-Up Reset (if provided)	<p>If provided, the Automatic Roll-Up Reset will occur in the range of (1 – 10) years.</p>
Required Minimum Distributions (RMDs) (if provided)	<p>The special administrative treatment of RMDs may be eliminated.</p>
Automatic Step-Up (if provided)	<p>If provided, the frequency of the Automatic Step-Up of the GMWB Base will be within the range of (1–5) years, and the Automatic Step-Up will continue for the range of (10 – unlimited) years. The Automatic Step-Up calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.</p>
GMWB Settlement	<p>The determination of the Annuity Date may be revised. A specific day of the month within the range of (1–28) may be used.</p> <p>The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments.</p>
Change of Owner	<p>The condition(s) governing whether the Rider may continue in effect following a change of Owner may be revised.</p> <p>The minimum age determination for a spousal beneficiary may be based on the [GMWB Effective Date] or the [Spousal Continuation Date].</p>
Spousal Continuation	<p>On Spousal Continuation, if no withdrawals have been taken, [the GMWB Base will be reset to equal the greater of the Contract Value and the GMWB Base on the Spousal Continuation Date] or [the GMWB Base will be reset to equal the Contract Value on the Spousal Continuation Date] or [the GMWB Base will remain unchanged].</p> <p>The LIP may be based on the age of the spouse on the [Spousal Continuation Date] or the [GMWB Effective Date].</p>
Premium Limitation	<p>This limitation may be revised or eliminated, in which case [None] would be shown.</p>

Benefit Available on Maturity Date	The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
GMWB Charge	<p>The current and maximum charges in effect on the GMWB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>The method of calculation of charges may be revised.</p> <p>When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised. The rules for pro-rating charges on termination may be revised.</p> <p>The method of deduction of the charge may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be appropriately revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMWB Charges calculated but not yet collected.</p>

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

**GUARANTEED MINIMUM WITHDRAWAL BENEFIT (“GMWB”) RIDER – ML114
GMWB RIDER SCHEDULE – ML114-5IE(4/08)**

The language that is bracketed on the GMWB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMWB Effective Date	This is specific to each Contract.
Min Age for GMWB Rider	The minimum age will be within the range of (00–60).
Max Age for GMWB Rider	The maximum age will be within the range of (75–80).
Allowable GMWB Cancellation Dates	The amount of time between the Contract Anniversaries on which this Rider may be cancelled will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Allowable GMWB Addition Dates	The amount of time between the Contract Anniversaries on which this Rider may be re-elected after cancellation will be within the range of (1–5) years. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Restrictions on Owners	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Restrictions on Annuitants	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Waiver of Contract Provisions	The Contract Provisions which will be waived while this Rider is in effect may be revised.
Allocation Guidelines and Restrictions	<p>The Company may revise the Allocation Guidelines and Restrictions to utilize specified Asset Allocation models and/or a Self-Directed allocation program meeting stated limitations.</p> <p>Under the current Self-Directed allocation program: The frequency of the required rebalancing may be [monthly] or [quarterly]. The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future. The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%). The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%). The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%). The Investment Categories may be revised. The periodic Rebalancing Date may be a stated day of the month. The interval from the GMWB Effective Date to the first Rebalancing Date will be in the range of (30 - 120) days. The frequency of automatic reallocation may [monthly] or [quarterly]. If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly. Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>

Lifetime Income Percentage (LIP)	<p>The Age groupings and/or related Lifetime Income Percentages (LIPs) may be revised. The LIPs will be within the range of (3%-10%).</p> <p>The reduction in LIP may be eliminated. If utilized, the period in Contract Years during which a reduction may be assessed will be within the range of (1-5) years. The reduction percentage will be within the range of (0.5%-2.0%).</p> <p>The LIP may be automatically redetermined in the range of (1-5) years or automatic redetermination could be discontinued.</p> <p>The first withdrawal prior to [age] and related [age] of automatic LIP redetermination will be the lowest age with a non-zero LIP.</p>
GMWB Base	<p>The Anniversary Value calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.</p> <p>If the GMWB Roll-Up Base is not provided, the first sentence under (2) will be appropriately revised, and the GMWB Roll-Up Base descriptions will be deleted.</p> <p>If provided, the inclusion of Additional Premiums with the Initial Premium will be for payments in the range of (30 – 120) days following the Contract Date.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [Contract Value] and [Account Value] may be revised accordingly.</p>
GMWB Roll-Up Base (if provided)	If the GMWB Roll-Up Base is provided, the interest rates may be revised. These interest rates will be within the range of (3%-7%).
GMWB Roll-Up Base Limitation Date (if provided)	If the GMWB Roll-Up Base is provided, the number of Contract Years during which it will be accrued will be in the range of (3 – 10) Contract Years.
Automatic Roll-Up Reset (if provided)	If provided, the Automatic Roll-Up Reset will occur in the range of (1 – 10) years.
Required Minimum Distributions (RMDs) (if provided)	The special administrative treatment of RMDs may be eliminated.
Automatic Step-Up (if provided)	If provided, the frequency of the Automatic Step-Up of the GMWB Base will be within the range of (1–5) years, and the Automatic Step-Up will continue for the range of (10 – unlimited) years. The Automatic Step-Up calculations may not utilize Monthaversary Values. If so, the bracketed Monthaversary Value descriptions and limits will not be printed.
GMWB Settlement	<p>The determination of the Annuity Date may be revised. A specific day of the month within the range of (1–28) may be used.</p> <p>The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments.</p>
Change of Owner	<p>The condition(s) governing whether the Rider may continue in effect following a change of Owner may be revised.</p> <p>The minimum age determination for a spousal beneficiary may be based on the [GMWB Effective Date] or the [Spousal Continuation Date].</p>
Spousal Continuation	<p>On Spousal Continuation, if no withdrawals have been taken, [the GMWB Base will be reset to equal the greater of the Contract Value and the GMWB Base on the Spousal Continuation Date] or [the GMWB Base will be reset to equal the Contract Value on the Spousal Continuation Date] or [the GMWB Base will remain unchanged].</p> <p>The LIP may be based on the age of the spouse on the [Spousal Continuation Date] or the [GMWB Effective Date].</p>
Premium Limitation	This limitation may be revised or eliminated, in which case [None] would be shown.

Benefit Available on Maturity Date	The frequency of the annuity payments and the related calculation of the payment amount may be modified for quarterly, semi-annual or annual payments. The prior notification period limits will be within the ranges of (60-95) and (2-7) days.
Elimination Period	The numbers of days will be within the ranges of (60 – 270) and (180 – 545) respectively.
Waiting Period	The waiting period will be with the range of (9 – 15) months.
Age at First Withdrawal	The age will be in the range (40 – 80).
Income Enhancement Benefit Increase Percentage	The Increase Percentage will be in the range (75% - 125%).
GMWB Charge	<p>The current and maximum charges in effect on the GMWB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>The method of calculation of charges may be revised.</p> <p>When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised. The rules for pro-rating charges on termination may be revised.</p> <p>The method of deduction of the charge may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be appropriately revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMWB Charges calculated but not yet collected.</p>

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

**GUARANTEED MINIMUM INCOME BENEFIT (“GMIB”) RIDER – ML115
GMIB RIDER SCHEDULE – ML115-5(4/08)**

The language that is bracketed on the GMIB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMIB Effective Date	This is specific to each Contract.
Minimum Age for GMIB Rider	The minimum age will be within the range of (40 - 60).
Maximum Age for GMIB Rider	The maximum age will be within the range of (65 - 80).
Restrictions on Owners	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Restrictions on Annuitants	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Waiver of Contract Provisions	The Contract Provisions which will be waived while this Rider is in effect may be revised.
Allocation Guidelines and Restrictions	<p>The Company may revise the Allocation Guidelines and Restrictions to utilize specified Asset Allocation models and/or a Self-Directed allocation program meeting stated limitations.</p> <p>Under the current Self-Directed allocation program:</p> <p>The frequency of the required rebalancing may be [monthly] or [quarterly].</p> <p>The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future.</p> <p>The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%).</p> <p>The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%).</p> <p>The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%).</p> <p>The Investment Categories may be revised.</p> <p>The periodic Rebalancing Date may be a stated day of the month.</p> <p>The interval from the GMIB Effective Date to the first Rebalancing Date will be in the range of (30 - 120) days.</p> <p>The frequency of automatic reallocation may be [monthly] or [quarterly].</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly.</p> <p>Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>

GMIB Base	<p>The Anniversary Value calculations may not utilize Monthiversary Values. If so, the bracketed Monthiversary Value descriptions and limits will not be printed.</p> <p>GMIB MAV Base – The terms [subaccounts] and [Account Value] may be revised if other Investment Options are made available in the future including options not in the Separate Account.</p> <p>The GMIB MAV Base Limitation Date could be redefined or a different age of the oldest Annuitant may be used in the range of (75 – 85).</p> <p>GMIB Roll-Up Base – If provided, the inclusion of Additional Premiums with the Initial Premium will be for payments in the range of (30 – 120) days following the Contract Date.</p> <p>The GMIB Roll-Up Base interest rates may be revised. These interest rates will be within the range of (3%-7%).</p> <p>The special administrative treatment of a Required Minimum Distribution (RMD) may be utilized or eliminated.</p> <p>The GMIB Roll-Up Base Limitation Date could be redefined. The Contract Anniversary Limitation could change or a different age of the oldest Annuitant in the range (80 – 90) may be used.</p>
Optional Reset (if provided)	<p>If provided, the Optional Reset must be selected in the range of (20 - 45) days following the Contract Anniversary. The Optional Reset will be available until the oldest Annuitant's age in the range (70 - 80).</p>
GMIB Exercise Period	<p>The length of each exercise period will be in the range of (20 – 45) days.</p> <p>The deferral period from the Contract Date to the First Exercise Anniversary Date will be in the range of (5 - 15) years.</p> <p>The Last Exercise Anniversary Date will be based on the oldest Annuitant's age in the range of (80 - 90).</p> <p>The Annuity Options available on exercise of GMIB may be changed. The guarantee periods will be in the range of (5 – 20) years.</p>
Excluded Accounts	<p>The Excluded Accounts may be revised to reference Investment Categories and/or specific Investment Options, or could show [NONE].</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the term [subaccount] may be revised.</p>
Change of Annuitant	<p>The circumstances upon which the Rider will terminate if an Annuitant is changed may be revised.</p> <p>The minimum age limitation for a Eligible Spousal Beneficiary may be based on the [GMIB Effective Date] or the [Spousal Continuation Date].</p>
Change of Owner	<p>The condition(s) governing whether the Rider may continue in effect following a change of Owner may be revised.</p> <p>The minimum age limitation for an Eligible Spousal Beneficiary may be based on the [GMIB Effective Date] or the [Spousal Continuation Date].</p>
No Lapse Guarantee	<p>The No Lapse Guarantee can be activated [prior to the First Exercise Anniversary Date] or [prior to the Last Exercise Anniversary Date].</p> <p>The interest rate may be revised within the range of (3% - 7%), consistent with the rate used in the GMIB Roll-Up Base.</p> <p>The special administrative treatment of a Required Minimum Distribution (RMD) may be utilized or eliminated consistent with such treatment in the GMIB Roll-Up Base.</p>

GMIB Charge	<p>The current and maximum charges in effect on the GMIB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>How the GMIB Charge is determined and collected may be changed in the future. When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be appropriately revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMIB Charges calculated but not yet collected.</p>
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MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

GUARANTEED MINIMUM DEATH BENEFIT (“GMDB”) RIDER – ML103 GMDB RIDER SCHEDULE –ML103-5 GMIB ROP(4/08)

The language that is bracketed on the GMDB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMDB Effective Date	This is specific to each Contract.
Maximum Age for GMDB Rider	This age will be in the range of (75- 80).
GMDB Base	If the Rider is made available to inforce Contracts, [Initial Premium] would be [Contract Value]. If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be appropriately revised. The interest rate may be revised within the range of (3%-7%) consistent with the rate used in the GMIB Roll-Up Base in the GMIB Rider. The special administrative treatment of Required Minimum Distributions (RMDs) may be utilized or eliminated consistent with such treatment in the GMIB Rider.
Excluded Accounts	The Excluded Accounts may be revised to reference Investment Categories and/or specific Investment Options. If other Investment Options are made available in the future including options not in the Separate Account, the term [subaccount] may be revised.
Death Benefit Determination Date	The date we determine the death benefit may be revised.
Death Benefit Limitation	The specified periods will be in the ranges of (30 – 120) days and (3 – 12) months; or the Limitation could be [None].
Change of Owner	The circumstances upon which the Rider will terminate if an Owner is changed may be revised. The maximum age limitation for an Eligible Spousal Beneficiary may be based on the [GMDB Effective Date] or the [Spousal Continuation Date].
Allocation Guidelines and Restrictions	The frequency of the required Rebalancing may be revised. The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future. The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%). The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%). The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%).

<p>Allocation Guidelines and Restrictions (Con't.)</p>	<p>The Investment Categories may be revised. The periodic Rebalancing Date may be a stated day of the month. The interval from the GMDB Effective Date to the first Rebalancing Date may be revised within the range (60 – 120) days. The frequency of automatic reallocation may be [monthly] or [quarterly] . If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly. Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>
<p>GMDB Charge</p>	<p>The current and maximum charges in effect on the GMDB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown. How the GMDB charge is determined and collected may be changed in the future. When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised. If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised. Under certain circumstances the Contract Value may not reflect the GMDB Charges calculated but not yet collected.</p>

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

GUARANTEED MINIMUM DEATH BENEFIT (“GMDB”) RIDER – ML103 CMB6 GMDB RIDER SCHEDULE –ML103-5 CMB6(4/08)

The language that is bracketed on the GMDB Rider Schedule is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all contracts. With respect to Contract fees and charges, changes will be determined as described in the Contract and related Actuarial Memorandum. With respect to Company established age, amount, or number of occurrence type limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Unless otherwise specified, any revisions to bracketed language will only apply to newly issued contracts.

Bracketed Provision or Information	Possible Variations
GMDB Effective Date	This is specific to each Contract.
Min Age for GMDB Rider	The minimum age will be within the range of (40 - 60).
Max Age for GMDB Rider	The maximum age will be within the range of (65 - 80).
Restrictions on Owners	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
Restrictions on Annuitants	These restrictions may be revised to comply with Federal or State requirements, or could be [None].
GMDB Base	<p>The terms [subaccounts] and [Account Value] may be revised if other Investment Options are made available in the future including options not in the Separate Account.</p> <p>GMDB MAV Base – The Anniversary Value calculations may not utilize Monthiversary Values.</p> <p>The GMDB MAV Base Limitation Date could be redefined or a different age of the oldest Annuitant may be used in the range of (75 – 85).</p> <p>GMDB Roll-Up Base – If provided, the inclusion of Additional Premiums with the Initial Premium will be for payments in the range of (30 – 120) days.</p> <p>The GMDB Roll-Up Base interest rates may be revised. These interest rates will be within the range of (3%-7%).</p> <p>The special administrative treatment of a Required Minimum Distribution (RMD) may be utilized or eliminated.</p> <p>The GMDB Roll-Up Base Limitation Date could be redefined. The Contract Anniversary Limitation could change or a different age of the oldest Annuitant in the range (80 – 90) may be used.</p>
Optional Reset (if provided)	If provided, the Optional Reset must be selected in the range of (20 – 45) days following the Contract Anniversary. The Optional Reset will be available until the oldest Annuitant’s age in the range (70 – 80).
Excluded Accounts	<p>The Excluded Accounts may be revised to reference Investment Categories and/or specific Investment Options.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the term [subaccount] may be revised.</p>
Death Benefit Determination Date	The date we determine the death benefit may be revised.
Death Benefit Limitation	The specified periods will be in the ranges of (30 – 120) days and (3 – 12) months; or the Limitation could be [None].

Change of Owner	<p>The circumstances upon which the Rider will terminate if an Owner is changed may be revised.</p> <p>The minimum age limitation for an Eligible Spousal Beneficiary may be based on the [GMDB Effective Date] or the [Spousal Continuation Date].</p>
Allocation Guidelines and Restrictions	<p>The Company may revise the Allocation Guidelines and Restrictions to utilize specified Asset Allocation models and/or a Self-Directed allocation program meeting stated limitations.</p> <p>Under the current Self-Directed program:</p> <p>The frequency of the required rebalancing may be [monthly] or [quarterly].</p> <p>The minimum and maximum allocation percentages for the stated Investment Categories may be revised in the future.</p> <p>The minimum allocation percentage for the Investment Categories in (1) will be within the range (25% - 45%).</p> <p>The maximum allocation percentage for the Investment Categories in (1) will be within the range (60% - 80%).</p> <p>The maximum allocation percentage for the Investment Categories in (2) will be within the range (25% - 45%).</p> <p>The Investment Categories may be revised.</p> <p>The periodic Rebalancing Date may be a stated day of the month.</p> <p>The interval from the GMDB Effective Date to the first Rebalancing Date will be in the range of (30 - 120) days.</p> <p>The frequency of automatic reallocation may be [monthly] or [quarterly].</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised accordingly.</p> <p>Our right to limit allocations/transfers to subaccounts made available in the future may be revised or deleted to comply with state requirements.</p>
GMDB Charge	<p>The current and maximum charges in effect on the GMDB Effective Date will be shown. The current charge could be changed for in-force contracts but will not exceed the maximum charge shown.</p> <p>How the GMDB charge is determined and collected may be changed in the future.</p> <p>When We calculate and collect charges for dates that fall on the 29th, 30th, 31st may be revised.</p> <p>If other Investment Options are made available in the future including options not in the Separate Account, the terms [subaccount] and [Account Value] may be revised.</p> <p>Under certain circumstances the Contract Value may not reflect the GMDB Charges calculated but not yet collected.</p>

MERRILL LYNCH LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

APPLICATION FOR VARIABLE ANNUITY – FORM ML119

The language that is bracketed on the Application is intended to be illustrative and variable. Any use of variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Changes, as described in the table below, will be uniform across all applications. With respect to Company established age limitations, changes will be made by the Company based upon prevailing market conditions, competitive concerns and industry trends.

Any revisions to bracketed language will only apply to subsequently applied for and issued contracts.

Bracketed Provision or Information	Possible Variations
Item 1 - Contract Information Type of Contract	Additional Contract types may be made available, or specified Contract types may be removed from availability.
Item 2 - Surrender Charge Period	The surrender charge periods available under the Base Contract will be shown.
Item 10 - Current Insurance Information	If shown, the bracketed list of state names will include the NAIC states which use this application and require inclusion of this inquiry.
Item 11 – Guaranteed Living Benefit Benefit Names Minimum and/or Maximum Age Limits	The Benefit names will be those in use in current marketing materials. The limits will reflect the minimum and/or maximum ages permitted to elect the specific benefit(s) and will be within the range(s) approved for the specific rider(s).
Item 12 – GMDB Benefits Benefit Names Minimum and/or Maximum Age Limits	The Benefit names will be those in use in current marketing materials. The limits will reflect the minimum and/or maximum ages permitted to elect the specific benefit(s) and will be within the range(s) approved for the specific rider(s).
Item 13 – ADB Minimum and/or Maximum Age Limit	The limits will reflect the minimum and/or maximum ages permitted to elect the specific benefit(s) and will be within the range(s) approved for the specific rider(s).
Item 16 - State Acknowledgement	The state specific Fraud Warning for any state requiring such a warning will be shown.
Financial Advisor's Verification	If shown, the bracketed list of state names will include the NAIC states which use this application and require inclusion of this inquiry. The surrender charge period(s) to which the commission option applies will be shown.