

SERFF Tracking Number: AEMN-125719911 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 39843
Company Tracking Number: 275061SGAR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Select Variable Annuities
Project Name/Number: SecureSource 3/275061SG

Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: Select Variable Annuities

SERFF Tr Num: AEMN-125719911 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed

State Tr Num: 39843

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: 275061SGAR

State Status: Approved-Closed

Filing Type: Form

Co Status: Approved

Reviewer(s): Linda Bird

Authors: Debbie Berg, Mary

Disposition Date: 08/07/2008

Wojciak, Linda Elston, Bonnie

Foley, Claudia Gehrig, Jeff

Pederson, Susan Schmidt

Date Submitted: 08/04/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: SecureSource 3

Status of Filing in Domicile: Pending

Project Number: 275061SG

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Submitted to our domicile state of Minnesota on 7/29/2008.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 08/07/2008

State Status Changed: 08/07/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Subject: Variable Annuity Submission (Individual)

Form Description

275061-SG Guaranteed Lifetime Withdrawal Benefit Rider -Single Life

SERFF Tracking Number: AEMN-125719911 State: Arkansas
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DP275061-SG_____Data Page Insert Paragraph
 275061-JT_____Guaranteed Lifetime Withdrawal Benefit Rider -Joint Life
 DP275061-JT_____Data Page Insert Paragraph

We wish to submit the attached forms for approval by your Department. We filed these forms July 29, 2008 with our domicile state of Minnesota. No part of this filing contains any unusual or controversial items from normal company or industry standards. The forms are designed for use with variable annuity forms that are exempt from State and NAIC Model Readability Acts. We intend to begin to use these forms in December 2008, subject to state approval and SEC amended registration effective dates. The forms will not replace but are similar to existing approved forms as shown below.

New Form #s_____	Similar Form #_____	State Status_____	State Date_____	State File Number
275061-SG_____	273959-SG2_____	Approved_____	04/10/2008_____	38563
DP275061-SG_____	DP273959-SG2_____	Approved_____	04/10/2008_____	38563
275061-JT_____	273959-JT2_____	Approved_____	04/10/2008_____	38563
DP275061-JT_____	DP273959-JT2_____	Approved_____	04/10/2008_____	38563

The new Single and Joint Guaranteed Lifetime Withdrawal Benefit Riders are similar to the current living benefit riders but differ primarily as follows:

- 1) The previously approved riders contain a basic principal back withdrawal benefit with a lifetime withdrawal benefit available currently at age 65. The new riders do not have a separate withdrawal benefit before the lifetime benefit is available, however the lifetime benefit is available at younger ages, currently age 52, with the amount of benefit based on the covered person(s) attained age. The basic principal back guarantee is obtained through periodic withdrawals of the lifetime benefit which could continue to the beneficiary.
- 2) The previously approved riders currently contain a one time credit of up to 20% of purchase payments received in the first 180 days if there have been no withdrawals and subject to other limitations. The new riders currently contain a 6% credit at each of the first ten rider anniversaries if there have been no withdrawals and subject to other limitations.
- 3) The previously approved riders contain a remaining benefit payout option. This isn't available with the new riders, however they have a principal back payout option at death.
- 4) Any purchase payment credits granted by the contracts to which these riders are attached are included in the benefit amounts of the previously approved riders and not included in the new riders.

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 Product Name: Select Variable Annuities
 Project Name/Number: SecureSource 3/275061SG

5) The annual rider charge may be different.

Depending on sales and marketing strategies, we may discontinue offering the previously approved riders at some point in the future while continuing to offer the new riders.

Refer to the submitted actuarial memorandums for details on the new riders.

Rider forms 275061-SG and 275061-JT will be used for new issues of the below approved variable annuity contract form with application forms approved by your Department as shown below. We may offer the riders to existing contract holders at some point in the future.

Form	Form #	State	Status	State Date	State File Number
Contract	273954	Approved	01/25/2006	31713	
Application	273956	Approved	01/25/2006	31713	
Application	273957	Approved	01/25/2006	31713	

The riders will initially be available up to issue age 80. This maximum rider issue age may change based on market conditions and experience. (The associated variable annuity contracts are sold through different distributors in the bank and broker-dealer markets on nonqualified, IRA, TSA and 401 plan bases with issue ages from 0 to 85.)

To the best of our knowledge, these forms comply with the laws of the State of Arkansas.

Company and Contact

Filing Contact Information

Claudia Gehrig, Senior Contract Analyst	Claudia.Gehrig@ampf.com
9507 Ameriprise Financial Center	(612) 671-3628 [Phone]
Minneapolis, MN 55474	(612) 671-3866[FAX]

Filing Company Information

RiverSource Life Insurance Company	CoCode: 65005	State of Domicile: Minnesota
9550 Ameriprise Financial Center	Group Code: 4	Company Type: Life
H22/9550		

SERFF Tracking Number: AEMN-125719911 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 39843
Company Tracking Number: 275061SGAR
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Select Variable Annuities
Project Name/Number: SecureSource 3/275061SG

Minneapolis, MN 55474
(612) 671-2465 ext. [Phone]

Group Name:
FEIN Number: 41-0823832

State ID Number:

SERFF Tracking Number: AEMN-125719911 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 39843
Company Tracking Number: 275061SGAR
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Select Variable Annuities
Project Name/Number: SecureSource 3/275061SG

Filing Fees

Fee Required? Yes
Fee Amount: \$80.00
Retaliatory? No
Fee Explanation: 4 forms @ \$20 per form = \$80.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
RiverSource Life Insurance Company	\$80.00	08/04/2008	21765584

SERFF Tracking Number: AEMN-125719911 State: Arkansas
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Product Name: Select Variable Annuities
Project Name/Number: SecureSource 3/275061SG

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/07/2008	08/07/2008

SERFF Tracking Number: *AEMN-125719911* *State:* *Arkansas*
Filing Company: *RiverSource Life Insurance Company* *State Tracking Number:* *39843*
Company Tracking Number: *275061SGAR*
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *Select Variable Annuities*
Project Name/Number: *SecureSource 3/275061SG*

Disposition

Disposition Date: 08/07/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AEMN-125719911 State: Arkansas
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 Product Name: Select Variable Annuities
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Variability Statements		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider - Single Life		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider - Joint Life		Yes
Form	Contract Data - Single Life		Yes
Form	Contract Data - Joint Life		Yes

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Form Schedule

Lead Form Number: 275061-SG

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	275061-SG	Policy/Cont	Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider - Single Life Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	275061- SG.pdf
	275061-JT	Policy/Cont	Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider - Joint Life Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	275061- JT.pdf
	DP275061-SG	Data/Declar	Contract Data - ation PagesSingle Life	Initial		0	DP275061- SG.pdf
	DP275061-JT	Data/Declar	Contract Data - Joint ation PagesLife	Initial		0	DP275061- JT.pdf

Guaranteed Lifetime Withdrawal Benefit Rider

Single Life

[SecureSource StagesSM Rider]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract. **This rider cannot be terminated either by you or us except as provided in the Termination of the Rider provision.**

This rider requires participation in our asset allocation program. Your Initial Asset Allocation Model is shown under Contract Data. Limitations may be imposed on the asset allocation models available for selection as described in the Asset Allocation Program provision.

The additional charge for this rider is described in the Annual Rider Charge provision.

Definitions

ALP Benefit Base (BB)

The ALP Benefit Base is used in the calculation of the Annual Lifetime Payment and the annual rider charge. The BB cannot be withdrawn or annuitized.

ALP Credit Base (CB)

The ALP Credit Base is used in the calculation of the Rider Credit. The CB cannot be withdrawn or annuitized.

Annual Lifetime Payment (ALP)

Under the terms of this rider, the Annual Lifetime Payment (ALP) is the lifetime benefit amount that can be withdrawn each contract year until death or termination of the rider. The ALP may not be available under certain circumstances as described in the Annual Lifetime Payment provision.

Annual Lifetime Payment Attained Age (ALPAA)

The Annual Lifetime Payment Attained Ages are shown under Contract Data. The youngest age shown is the earliest age at which the Annual Lifetime Payment is available. The ALPAA is also used in determining which percentage will be used to calculate the Annual Lifetime Payment.

Annual Lifetime Payment Percentage (ALP Percentage)

ALP Percentages, shown under Contract Data, are used in the calculation of the Annual Lifetime Payment. The ALP Percentage used can change as described in the ALP Percentage provision.

Annual Step-up

The Annual Step-up is an increase in the BB and a possible increase in the ALP Percentage that is available each rider Anniversary if your contract value increases, subject to certain conditions as described in the Annual Step-up provision.

Attained Age

Attained age means the Covered Person's age as of his/her latest birthday.

Contract Date, Contract Anniversary, Rider Anniversary

Your contract date is shown under Contract Data. It is the date from which contract anniversaries, contract years, and contract months are determined. Your contract anniversary is the same day and month as the contract date each year that the contract remains in force. Your rider anniversary is the same date as your contract anniversary unless the rider is issued after the contract date. It is the same day and month as the rider effective date each year that the rider remains in force.

Covered Person

The Covered Person is the person whose life is used to determine whether or not the Annual Lifetime Payment (ALP) is available and the duration of the ALP payments. The Covered Person is the oldest of the owners and annuitants unless otherwise specified under Contract Data. The Covered Person may change if there is a spousal continuation. If an owner is a non-natural person or a revocable trust, the Covered Person is the oldest annuitant.

Excess Withdrawal Processing

Benefits under this rider are reset if withdrawals are made when the Annual Lifetime Payment is unavailable or if a withdrawal exceeds the Remaining Annual Lifetime Payment.

Principal Back Base (PBB)

The Principal Back Base is used in the calculation of the principal back guarantee available under this rider. The PBB cannot be withdrawn or annuitized.

Remaining Annual Lifetime Payment (RALP)

As you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. Whenever the ALP is available, the Remaining Annual Lifetime Payment (RALP) is the guaranteed amount that can be withdrawn during the remainder of the current contract year. Withdrawing more than the RALP will subject the benefits under this rider to excess withdrawal processing. When determining if a withdrawal will result in excess withdrawal processing, we use the RALP amount on the date of (but prior to) the current withdrawal.

Rider Credit

The Rider Credit is an amount that can be added to the ALP Benefit Base on all Rider Credit Dates as long as no withdrawals have been taken since the rider

effective date. The Rider Credit will also be discontinued if the Covered Person changes at spousal continuation or if the contract value falls to zero.

Rider Credit Date

Rider Credit Dates are the dates shown under Contract Data on which Rider Credits can be added to the ALP Benefit Base, subject to certain limitations as described in the ALP Benefit Base provision.

Rider Effective Date

This rider is effective as of the contract date of this contract unless otherwise provided.

Step-Up Date

The Step-up Date is the rider anniversary if the Annual Step-up is processed automatically. If not processed automatically, the Step-up Date is the valuation date we receive your written request to Step-up if we receive your request before the close of business on that day, otherwise the next valuation date.

Withdrawal

A withdrawal is the amount by which your contract value is reduced as a result of your withdrawal request. It may differ from the amount of your request due to any withdrawal charge and any market value adjustment.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit guarantees that, regardless of investment performance, you may take withdrawals each contract year that the ALP is available until the earlier of:

- termination of the rider or
- the death of the Covered Person.

If you make a withdrawal when the ALP is unavailable, benefits may be reduced in accordance with the excess withdrawal processing as described in the ALP Benefit Base provision, item 3.

When the ALP is available, the rider guarantees that you have the option each contract year to withdraw cumulatively an amount up to the ALP.

If your withdrawal does not exceed the RALP, you will not be assessed a withdrawal charge. If you withdraw an amount larger than the RALP, the amount in excess of the RALP will be assessed any applicable withdrawal charges, and benefits may be reduced in accordance with excess withdrawal processing as described in the ALP Benefit Base provision, item 4. You may withdraw any amount up to your entire withdrawal value, subject to excess withdrawal processing under the rider.

As long as no excess withdrawal processing takes place or no benefit resets take place due to certain changes to your asset allocation model as described in the Asset Allocation Program provision, the rider also guarantees that total withdrawals shall not cumulatively be less than purchase payments you have made. This principal back guarantee is described in the Death Benefit Before Annuitization provision.

Subject to conditions and limitations in each referenced provision below, certain values used to compute amounts available for withdrawal under the

terms of this rider can be increased under the following situations:

1. Your contract value has increased at specified intervals. (See "Annual Step-Up.")
2. Prior to your first withdrawal, a rider credit can increase the ALP Benefit Base, on any Rider Credit Dates. (See "ALP Benefit Base.")
3. Your ALP Percentage can increase if the Covered Person's attained age on a rider anniversary is associated with a higher ALP Percentage as shown under Contract Data. (See "ALP Percentage.")

We may modify the charge for this rider if you elect the Annual Step-up or if you elect to change your asset allocation model. (See "Annual Rider Charge.")

ALP Credit Base (CB)

Your CB is determined at the following times and is subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the contract date, the CB is set equal to the initial purchase payment.

If the rider is effective on a contract anniversary date, the CB is set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider. If we receive your request after the close of business on that day, we use the contract value on the next valuation date.

2. When a subsequent purchase payment is made

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

3. When a withdrawal is made

If the CB is greater than zero, the CB will be reset to zero and will always be zero.

4. After the latest Rider Credit Date

If the CB is greater than zero, the CB will be reset to zero and will always be zero.

5. Upon spousal continuation

If the CB is greater than zero and the Covered Person changes, the CB will be reset to zero and will always be zero.

6. When the contract value falls to zero

If the CB is greater than zero, the CB will be reset to zero and will always be zero.

ALP Benefit Base (BB)

The ALP Benefit Base is determined at the following times and is subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the contract date, the BB is set equal to the initial purchase payment.

If the rider is effective on a contract anniversary, the BB is set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider. If we receive your request after the close of business on that day, we use the contract value on the next valuation date.

2. When a subsequent purchase payment is made

The BB will be increased by the amount of each additional purchase payment.

3. When a withdrawal is made and the ALP is unavailable

Excess withdrawal processing will occur, and the BB will be reset to the lesser of the current BB or your contract value after the withdrawal.

4. When a withdrawal is made and the ALP is available

If the withdrawal is less than or equal to the RALP, the BB does not change.

If the withdrawal is greater than the RALP, excess withdrawal processing will occur, and the BB will be reset to the lesser of the current BB or your contract value after the withdrawal.

5. On any Rider Credit Dates when the CB is greater than zero

On the first Rider Credit Date, the Rider Credit equals the ALP Credit Base 180 days following the rider effective date multiplied by the Rider Credit Percentage shown under Contract Data for the first Rider Credit Date. On any subsequent Rider Credit Date, the Rider Credit equals the ALP Credit Base as of the prior Rider Credit Date multiplied by the Rider Credit Percentage shown under Contract Data associated with the current Rider Credit Date.

On the first Rider Credit Date the BB will be set to the greater of:

(A) the current BB, and

(B) the BB 180 days following the rider effective date increased by the Rider Credit and any additional purchase payments since 180 days following the rider effective date.

On any subsequent Rider Credit Dates the BB will be set to the greater of:

(A) the current BB, and

(B) the BB on the prior Rider Credit Date increased by the Rider Credit and any additional purchase payments since the prior Rider Credit Date.

6. Upon Annual Step-up as described in the Annual Step-Up provision

7. Upon certain changes to your asset allocation model as described in the Asset Allocation Program provision

8. Upon spousal continuation as described in the Spouse's Option to Continue Contract provision

Principal Back Base (PBB)

The Principal Back Base is determined at the following times and is subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the contract date, the PBB is set equal to the initial purchase payment.

If the rider is effective on a contract anniversary, the PBB is set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider. If we receive your request after the close of business on that day, we use the contract value on the next valuation date.

2. When a subsequent purchase payment is made

The PBB will be increased by the amount of each additional purchase payment.

3. When a withdrawal is made and the ALP is unavailable

Excess withdrawal processing will occur, and the PBB will be reset to the lesser of:

- the current PBB reduced by the amount of the withdrawal and
- your contract value after the withdrawal.

4. When a withdrawal is made and the ALP is available

If the withdrawal is less than or equal to the RALP, the PBB is reduced by the amount of the withdrawal.

If the withdrawal is greater than the RALP, excess withdrawal processing will occur, and the PBB will be reset to the lesser of:

- the current PBB reduced by the amount of the withdrawal or
- your contract value after the withdrawal.

5. Upon certain changes to your asset allocation model as described in the Asset Allocation Program provision

6. Upon spousal continuation as described in the Spouse's Option to Continue Contract provision

Annual Lifetime Payment Percentage (ALP Percentage)

The ALP Percentage used in calculating the ALP is determined at the following times:

1. When the ALP becomes available

The ALP Percentage used is the percentage shown under Contract Data for the Covered Person's attained age.

2. On each subsequent contract anniversary

If no withdrawal has been made since the ALP was last made available, and if the ALP Percentage shown under Contract Data for the Covered Person's attained age is higher; then the ALP Percentage will be reset to the higher percentage.

3. Upon Annual Step-ups as described in the Annual Step-Up provision

4. Upon spousal continuation as described in the Spouse's Option to Continue Contract provision

The ALP Percentage will not change at other times.

Annual Lifetime Payment (ALP)

The ALP is available on (1) the rider effective date if the Covered Person has reached the youngest ALPAA, or (2) the rider anniversary on or following the date the Covered Person's attained age equals the youngest ALPAA. The ALP is unavailable (1) prior to the rider anniversary on or following the date the Covered Person's attained age equals the youngest ALPAA or (2) after a Covered Person change due to spousal continuation if the redetermined Covered Person is younger than the youngest ALPAA.

While the ALP is available, the ALP is equal to the current BB multiplied by the ALP Percentage. Any time the ALP Percentage or the BB changes, the ALP will be recalculated.

If you withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is made available at the same time as the ALP.

The RALP equals the ALP less all withdrawals in the current contract year, but will not be less than zero.

Required Minimum Distributions

The portion of the RMD that exceeds the ALP will not be subject to excess withdrawal processing provided:

1. the ALP is available,
2. you are taking required minimum distributions (RMD) from this contract,
3. the RMD is greater than the ALP,
4. the RMD is for this contract alone,
5. the RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
6. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the effective date of this rider.

Any withdrawals made when the ALP is unavailable or withdrawing amounts greater than the ALP that do not meet these conditions will result in excess withdrawal processing.

Annual Step-Up

Beginning with the first rider anniversary, an Annual Step-up may be available.

The Annual Step-up will be effective on the Step-up Date. Only one Annual Step-up will be allowed each contract year.

The Annual Step-up is available on any rider anniversary where the contract value is greater than the BB after any Rider Credit is added.

- If the annual rider charge would not increase as a result of the Annual Step-up, we will process the Annual Step-up automatically on the rider anniversary.
- If the Annual Step-up would result in an increase of the annual rider charge, we do not process the Annual Step-up automatically and you will be notified. If the contract value is greater than the current BB, you then have the option to elect the Annual Step-up anytime within the 30 days following that rider anniversary. Your annual rider charge will increase for a BB Step-up or for an

ALP Percentage Step-up. (See Annual Rider Charge provision.)

If the Annual Step-up is processed the rider benefits will be adjusted as follows:

BB Step-up

Subject to the maximum BB shown under Contract Data, the BB will be increased to the contract value on the Step-up Date.

ALP Percentage Step-up

If the ALP Percentage shown under Contract Data for the Covered Person's attained age on that rider anniversary is higher than the ALP Percentage used prior to the Step-up, then the ALP Percentage will be reset to the higher percentage, regardless of any prior withdrawals.

ALP and RALP

If the ALP is available, the ALP and RALP will be recalculated.

Asset Allocation Program

This rider requires participation in our asset allocation program. At time of application you choose an asset allocation model from any available model ranging from the conservative category to the aggressive category. There may be a limitation of available models based on the amount of the initial purchase payment we accept for your contract.

You can allocate your contract value to any available asset allocation model (1) prior to your first withdrawal and (2) following a benefit reset as described in this provision but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your asset allocation model to any available asset allocation model.

Immediately following a withdrawal your contract value will be reallocated to the Target Model shown under Contract Data if your current asset allocation model is more aggressive than the Target Model. After you have taken a withdrawal and prior to any benefit reset as described in this provision, you are in a withdrawal phase. During withdrawal phases you may request to change your asset allocation model to the Target Model or any asset allocation model that is more conservative without a benefit reset as described in this provision.

If you are in a withdrawal phase and you choose to allocate your contract value to an asset allocation

model that is more aggressive than the Target Model, you will be in the accumulation phase again and your rider benefit will be reset as follows:

1. the BB will be reset to the lesser of the current BB or the contract value; and
2. if the ALP is available, the ALP and RALP will be recalculated; and
3. the PBB will be reset to the lesser of the current PBB or the contract value.

You may request to change your asset allocation model by written request on an authorized form or by another method agreed to by us. The number of elective model changes allowed per contract year is shown under Contract Data. Additionally, we reserve the right to limit the number of model changes allowed if required to comply with the written instructions of a fund.

We reserve the right to change the Target Model to an asset allocation model that is more aggressive after 30 days written notice.

We reserve the right to cancel required participation in the asset allocation program after 30 days written notice. If asset allocation models are not required, you may allocate your contract value and additional purchase payments as provided in the contract.

Contract Provision Modifications

Because of the addition of this rider to your contract, several contract provisions are modified as described throughout this rider, including the following.

Payment Limits Provision

We reserve the right to restrict cumulative subsequent purchase payments to an amount less than The Maximum Total RVS Variable Annuity Purchase Payment Per Annuitant Life, shown under Contract Data.

Allocation of Purchase Payments

Because this rider requires participation in our asset allocation program, allocation of purchase payments shall be determined by your asset allocation model.

Transfers of Contract Values Provision

Because this rider requires participation in our asset allocation program, transfer privileges granted under the contract are suspended other than: (1) transfers among the available asset allocation models as described above, provided such transfers are not determined to disadvantage other contract owners, (2) transfers necessary to adjust contract value allocations to match the allocation percentages utilized in your asset allocation model, or (3) transfers as otherwise agreed to by us.

Rules for Withdrawal Provision

Minimum account values following a withdrawal no longer apply to your contract.

For withdrawals, the withdrawal will be made from your accounts and subaccounts in the same proportion as your interest in each bears to the contract value. You cannot specify from which accounts the withdrawal is to be made.

If the contract value falls to zero and the BB is greater than zero, the following will occur:

1. If the ALP is unavailable, and if the contract value is reduced to zero as a result of fees or charges; then the owner must wait until the rider anniversary following the date the Covered Person reaches the youngest ALPAA and receive the ALP annually until the death of the Covered Person.
2. If the ALP is available, and if the contract value is reduced to zero as a result of fees or charges, or as a result of a withdrawal that is less than or equal to the RALP; then the owner will receive the remaining schedule of ALPs paid annually until the death of the Covered Person.

In (1) and (2) above:

- These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequently than annually.
- We will no longer accept subsequent purchase payments.
- No more charges will be collected for the rider.
- The death benefit becomes the remaining schedule of ALPs, if any, until total payments to the owner and the beneficiary are equal to the PBB at the time the contract value falls to zero.

If the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP or as a result of a withdrawal that is made when the ALP is unavailable, then this rider and the contract will terminate.

Death Benefit Before Annuitization

If a death benefit becomes payable, the beneficiary may: (1) elect to take the death benefit under the terms of the contract, (2) elect to take the principal back guarantee available under this rider, or (3) continue the contract under the Spouse's Option to Continue Contract provision.

If the beneficiary elects the principal back guarantee under this rider, the following will occur:

1. If the PBB is greater than zero and the ALP is available, the remaining schedule of ALPs will be paid until total payments to the beneficiary are equal to the PBB.
2. If the PBB is greater than zero and the ALP is not available, the BB multiplied by the ALP Percentage used for the youngest ALPAA shown under Contract Data will be paid annually until total payments to the beneficiary are equal to the PBB.
3. If the Covered Person dies and the PBB equals zero, the benefit terminates. No further payments are made.

Spouse's Option to Continue Contract

If a surviving spouse chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract.
2. If the Covered Person does not change upon spousal continuation, the rider benefits will not change.

3. If the Covered Person does change upon spousal continuation, the redetermined Covered Person is the Covered Person referred to below. Your rider benefit will be reset as follows:
 - (A) If the CB is greater than zero, the CB will be reset to zero and will always be zero.
 - (B) The PBB will be reset to the lesser of the current PBB or the contract value.
 - (C) The BB will be reset to the lesser of the current BB or the contract value.
 - (D) The ALP Percentage will be reset to the ALP Percentage shown under Contract Data for the Covered Person's attained age if the Covered Person has reached the youngest ALPAA. On each subsequent contract anniversary, if no withdrawal has been made since the later of the spousal continuation date and the date the ALP was last made available, and if the ALP Percentage for the Covered Person's attained age is higher, then the ALP Percentage will be reset to the higher percentage on that anniversary.

The ALP Percentage will be reset to zero if the Covered Person has not reached the youngest ALPAA.

If the Covered Person has reached the youngest ALPAA as of the date of the continuation, the ALP and RALP will be available.

If the Covered Person has not reached the youngest ALPAA as of the date of the continuation, the ALP and RALP will not be

available until the rider anniversary following the date the Covered Person reaches the youngest ALPAA. The ALP Percentage for the youngest ALPAA will be used to calculate the ALP benefit at that time.

4. At the time of spousal continuation, a Step-up may be available. All Annual Step-up rules also apply to the spousal continuation Step-up except the ALP Percentage used is based on the redetermined Covered Person's attained age on the date of the Step-up. If the spousal continuation Step-up is processed automatically, the Step-up date is the valuation date spousal continuation is effective. If not, the Step-up date is the valuation date we receive the spouse's written request to Step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

Change of Ownership

We reserve the right to require our approval of any ownership changes, subject to state law restrictions. If there is a change of ownership and the Covered Person remains the same, the rider continues with no change to any of the rider benefits. If there is a change of ownership and the Covered Person would be different, the rider terminates.

Assignment

We reserve the right to require our approval of any assignments, subject to state law restrictions.

Annual Rider Charge

We deduct the fee for this rider once a year from your contract value on your contract anniversary. We prorate this fee among your accounts and subaccounts in the same proportion your interest in each account bears to your total contract value.

The fee is calculated on your contract anniversary by multiplying the Annual Rider Charge by the lesser of:

1. the maximum BB shown under Contract Data, or
2. the greater of the anniversary contract value or the BB.

The Annual Rider Charge may vary with your asset allocation model and is subject to the Maximum Annual Rider Charge shown under Contract Data.

The Initial Annual Rider Charge associated with your initial asset allocation model is shown under Contract Data. This charge may increase if:

1. you elect to change your asset allocation model and the Annual Rider Charge for the new asset allocation model is higher; or
2. you elect the Annual Step-up or spousal continuation Step-up.

The new charge will be the charge in effect on the valuation date we receive your written request to change your asset allocation model or Step-up if we receive your request before the close of business on that day, otherwise the charge in effect on the next valuation date.

There is no increase in the Annual Rider Charge for automatic Annual Step-ups, automatic spousal continuation Step-ups, or for any required reallocation of your contract value to the Target Model following a withdrawal.

If the rider charge changes during a contract year, we will calculate an average rider charge, for that contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each charge was in effect.

If your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of calendar days coverage was in place during the contract year. Death benefits payable to the beneficiary will be reduced by the prorated rider charge.

Termination of the Rider

This rider cannot be terminated either by you or us except as follows:

1. After the death benefit is payable, continuation of the contract by any one other than your spouse will terminate the rider.
2. A change of ownership that would result in a different Covered Person will terminate the rider.
3. Annuitization of the contract under an annuity payment plan will terminate the rider.

4. A withdrawal subject to excess withdrawal processing that reduces the contract value to zero will terminate the rider.
5. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

[

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Secretary

Guaranteed Lifetime Withdrawal Benefit Rider

Joint Life

[SecureSource StagesSM Rider]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract. **This rider cannot be terminated either by you or us except as provided in the Termination of the Rider provision.**

This rider requires participation in our asset allocation program. Your Initial Asset Allocation Model is shown under Contract Data. Limitations may be imposed on the asset allocation models available for selection as described in the Asset Allocation Program provision.

The additional charge for this rider is described in the Annual Rider Charge provision.

Definitions

ALP Benefit Base (BB)

The ALP Benefit Base is used in the calculation of the Annual Lifetime Payment and the annual rider charge. The BB cannot be withdrawn or annuitized.

ALP Credit Base (CB)

The ALP Credit Base is used in the calculation of the Rider Credit. The CB cannot be withdrawn or annuitized.

Annual Lifetime Payment (ALP)

Under the terms of this rider, the Annual Lifetime Payment (ALP) is the lifetime benefit amount that can be withdrawn each contract year until the death of both Covered Spouses or termination of the rider. The ALP may not be available under certain circumstances as described in the Annual Lifetime Payment provision.

Annual Lifetime Payment Attained Age (ALPAA)

The Annual Lifetime Payment Attained Ages are shown under Contract Data. The younger Covered Spouse must be the youngest ALPAA shown for the Annual Lifetime Payment to be available. The ALPAA is also used in determining which percentage will be used to calculate the Annual Lifetime Payment.

Annual Lifetime Payment Percentage (ALP Percentage)

ALP Percentages, shown under Contract Data, are used in the calculation of the Annual Lifetime Payment. The ALP Percentage used can change as described in the ALP Percentage provision.

Annual Step-up

The Annual Step-up is an increase in the BB and a possible increase in the ALP Percentage that is available each rider Anniversary if your contract value

increases, subject to certain conditions as described in the Annual Step-up provision.

Attained Age

Attained age means the specified Covered Spouse's age as of his/her latest birthday.

Contract Date, Contract Anniversary, Rider Anniversary

Your contract date is shown under Contract Data. It is the date from which contract anniversaries, contract years, and contract months are determined. Your contract anniversary is the same day and month as the contract date each year that the contract remains in force. Your rider anniversary is the same date as your contract anniversary unless the rider is issued after the contract date. It is the same day and month as the rider effective date each year that the rider remains in force.

Covered Spouses

Covered Spouses are the persons whose lives are used to determine whether or not the Annual Lifetime Payment (ALP) is available and the duration of the ALP payments. The Covered Spouses are established on the rider effective date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse, as defined under federal law, as named on the application and as shown under Contract Data, for as long as the marriage is valid and in effect. If an owner is a non-natural person or a revocable trust, the Covered Spouses are the annuitant and the legally married spouse of the annuitant.

Excess Withdrawal Processing

Benefits under this rider are reset if withdrawals are made when the Annual Lifetime Payment is unavailable or if a withdrawal exceeds the Remaining Annual Lifetime Payment.

Principal Back Base (PBB)

The Principal Back Base is used in the calculation of the principal back guarantee available under this rider. The PBB cannot be withdrawn or annuitized.

Remaining Annual Lifetime Payment (RALP)

As you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. Whenever the ALP is available, the Remaining Annual Lifetime Payment (RALP) is the guaranteed amount that can be withdrawn during the remainder of the current contract year. Withdrawing more than the RALP will subject the benefits under this rider to excess withdrawal processing. When determining if a

withdrawal will result in excess withdrawal processing, we use the RALP amount on the date of (but prior to) the current withdrawal.

Rider Credit

The Rider Credit is an amount that can be added to the ALP Benefit Base on all Rider Credit Dates as long as no withdrawals have been taken since the rider effective date. The Rider Credit will also be discontinued if the contract value falls to zero.

Rider Credit Date

Rider Credit Dates are the dates shown under Contract Data on which Rider Credits can be added to the ALP Benefit Base, subject to certain limitations as described in the ALP Benefit Base provision.

Rider Effective Date

This rider is effective as of the contract date of this contract unless otherwise provided.

Step-Up Date

The Step-up Date is the rider anniversary if the Annual Step-up is processed automatically. If not processed automatically, the Step-up Date is the valuation date we receive your written request to Step-up if we receive your request before the close of business on that day, otherwise the next valuation date.

Withdrawal

A withdrawal is the amount by which your contract value is reduced as a result of your withdrawal request. It may differ from the amount of your request due to any withdrawal charge and any market value adjustment.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit guarantees that, regardless of investment performance, you may take withdrawals each contract year that the ALP is available until the earlier of:

- termination of the rider or
- the death of both Covered Spouses.

If you make a withdrawal when the ALP is unavailable, benefits may be reduced in accordance with the excess withdrawal processing as described in the ALP Benefit Base provision, item 3.

When the ALP is available, the rider guarantees that you have the option each contract year to withdraw cumulatively an amount up to the ALP.

If your withdrawal does not exceed the RALP, you will not be assessed a withdrawal charge. If you withdraw an amount larger than the RALP, the amount in excess of the RALP will be assessed any applicable withdrawal charges, and benefits may be reduced in accordance with excess withdrawal processing as described in the ALP Benefit Base provision, item 4. You may withdraw any amount up to your entire withdrawal value, subject to excess withdrawal processing under the rider.

As long as no excess withdrawal processing takes place or no benefit resets take place due to certain changes to your asset allocation model as described in the Asset Allocation Program provision, the rider also guarantees that total withdrawals shall not cumulatively be less than purchase payments you have made. This principal back guarantee is described in the Death Benefit Before Annuitization provision.

Subject to conditions and limitations in each referenced provision below, certain values used to compute amounts available for withdrawal under the terms of this rider can be increased under the following situations:

1. Your contract value has increased at specified intervals. (See "Annual Step-Up.")
2. Prior to your first withdrawal, a rider credit can increase the ALP Benefit Base, on any Rider Credit Dates. (See "ALP Benefit Base.")
3. Your ALP Percentage can increase if the younger Covered Spouse's attained age on a rider anniversary is associated with a higher ALP Percentage as shown under Contract Data. (See "ALP Percentage.")

We may modify the charge for this rider if you elect the Annual Step-up or if you elect to change your asset allocation model. (See "Annual Rider Charge.")

ALP Credit Base (CB)

Your CB is determined at the following times and is subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the contract date, the CB is set equal to the initial purchase payment.

If the rider is effective on a contract anniversary, the CB is set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider.

If we receive your request after the close of business on that day, we use the contract value on the next valuation date.

2. When a subsequent purchase payment is made

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

3. When a withdrawal is made

If the CB is greater than zero, the CB will be reset to zero and will always be zero.

4. After the latest Rider Credit Date

If the CB is greater than zero, the CB will be reset to zero and will always be zero.

5. When the contract value falls to zero

If the CB is greater than zero, the CB will be reset to zero and will always be zero.

ALP Benefit Base (BB)

The ALP Benefit Base is determined at the following times and is subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the contract date, the BB is set equal to the initial purchase payment.

If the rider is effective on a contract anniversary, the BB is set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider. If we receive your request after the close of business on that day, we use the contract value on the next valuation date.

2. When a subsequent purchase payment is made

The BB will be increased by the amount of each additional purchase payment.

3. When a withdrawal is made and the ALP is unavailable

Excess withdrawal processing will occur, and the BB will be reset to the lesser of the current BB or your contract value after the withdrawal.

4. When a withdrawal is made and the ALP is available

If the withdrawal is less than or equal to the RALP, the BB does not change.

If the withdrawal is greater than the RALP, excess withdrawal processing will occur, and the BB will be reset to the lesser of the current BB or your contract value after the withdrawal.

5. On any Rider Credit Dates when the CB is greater than zero

On the first Rider Credit Date, the Rider Credit equals the ALP Credit Base 180 days following the rider effective date multiplied by the Rider Credit Percentage shown under Contract Data for the first Rider Credit Date. On any subsequent Rider Credit Date, the Rider Credit equals the ALP Credit Base as of the prior Rider Credit Date multiplied by the Rider Credit Percentage shown under Contract Data associated with the current Rider Credit Date.

On the first Rider Credit Date the BB will be set to the greater of:

(A) the current BB, and

(B) the BB 180 days following the rider effective date increased by the Rider Credit and any additional purchase payments since 180 days following the rider effective date.

On any subsequent Rider Credit Dates the BB will be set to the greater of:

(A) the current BB, and

(B) the BB on the prior Rider Credit Date increased by the Rider Credit and any additional purchase payments since the prior Rider Credit Date.

6. Upon Annual Step-up as described in the Annual Step-Up provision

7. Upon certain changes to your asset allocation model as described in the Asset Allocation Program provision

8. Upon spousal continuation as described in the Spouse's Option to Continue Contract provision

Principal Back Base (PBB)

The Principal Back Base is determined at the following times and is subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the contract date, the PBB is set equal to the initial purchase payment.

If the rider is effective on a contract anniversary, the PBB is set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider. If we receive your request after the close of business on that day, we use the contract value on the next valuation date.

2. When a subsequent purchase payment is made

The PBB will be increased by the amount of each additional purchase payment.

3. When a withdrawal is made and the ALP is unavailable

Excess withdrawal processing will occur, and the PBB will be reset to the lesser of:

- the current PBB reduced by the amount of the withdrawal and
- your contract value after the withdrawal.

4. When a withdrawal is made and the ALP is available

If the withdrawal is less than or equal to the RALP, the PBB is reduced by the amount of the withdrawal.

If the withdrawal is greater than the RALP, excess withdrawal processing will occur, and the PBB will be reset to the lesser of:

- the current PBB reduced by the amount of the withdrawal or
- your contract value after the withdrawal.

5. Upon certain changes to your asset allocation model as described in the Asset Allocation Program provision

Annual Lifetime Payment Percentage (ALP Percentage)

The ALP Percentage used in calculating the ALP is determined at the following times:

1. When the ALP becomes available

The ALP Percentage used is the percentage shown under Contract Data for the younger Covered Spouse's attained age.

2. On each subsequent contract anniversary

If no withdrawal has been made since the ALP was last made available, and if the ALP Percentage shown under Contract Data for the younger Covered Spouse's, or remaining Covered Spouse's following death or dissolution of marriage, attained age is higher; then the ALP Percentage will be reset to the higher percentage.

3. Upon Annual Step-ups as described in the Annual Step-Up provision

4. Upon spousal continuation as described in the Spouse's Option to Continue Contract provision

5. Upon change in marital status

In the event of dissolution of marriage:

(A) If the ALP is available and no withdrawal has been made since the ALP was last made available, the ALP Percentage will be reset to the ALP Percentage shown under Contract Data for the remaining Covered Spouse's attained age.

(B) If the ALP is unavailable but the remaining Covered Spouse has reached the youngest ALPAA, the ALP Percentage used is shown under Contract Data for the remaining Covered Spouse's attained age.

In the event of remarriage of the Covered Spouses to each other, the ALP Percentage used is the percentage for the younger Covered Spouse's attained age.

The ALP Percentage will not change at other times.

Annual Lifetime Payment (ALP)

The ALP is available on the earliest of the following dates:

(A) the rider effective date if the younger Covered Spouse has already reached the youngest ALPAA.

(B) the rider anniversary following the date the younger Covered Spouse, or remaining Covered Spouse following death or dissolution of marriage, reaches the youngest ALPAA.

(C) the date spousal continuation is effective if the surviving Covered Spouse has already reached the youngest ALPAA.

(D) the date we receive written request of the death of a covered spouse who is not an owner or annuitant if the surviving Covered Spouse has already reached the youngest ALPAA.

(E) the date we receive written request following the dissolution of marriage of the Covered Spouses if the remaining Covered Spouse has already reached the youngest ALPAA.

The ALP is unavailable (1) prior to the earliest of the above dates or (2) after remarriage of the Covered Spouses to each other, if the younger Covered Spouse has not reached the youngest ALPAA.

While the ALP is available, the ALP is equal to the current BB multiplied by the ALP Percentage. Any time the ALP Percentage or the BB changes, the ALP will be recalculated.

If you withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is made available at the same time as the ALP.

The RALP equals the ALP less all withdrawals in the current contract year, but will not be less than zero.

Required Minimum Distributions

The portion of the RMD that exceeds the ALP will not be subject to excess withdrawal processing provided:

1. the ALP is available,

2. you are taking required minimum distributions (RMD) from this contract,
3. the RMD is greater than the ALP,
4. the RMD is for this contract alone,
5. the RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
6. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the effective date of this rider.

Any withdrawals made when the ALP is unavailable or withdrawing amounts greater than the ALP that do not meet these conditions will result in excess withdrawal processing.

Annual Step-Up

Beginning with the first rider anniversary, an Annual Step-up may be available.

The Annual Step-up will be effective on the Step-up Date. Only one Annual Step-up will be allowed each contract year.

The Annual Step-up is available on any rider anniversary where the contract value is greater than the BB after any Rider Credit is added.

- If the annual rider charge would not increase as a result of the Annual Step-up, we will process the Annual Step-up automatically on the rider anniversary.
- If the Annual Step-up would result in an increase of the annual rider charge, we do not process the Annual Step-up automatically and you will be notified. If the contract value is greater than the current BB, you then have the option to elect the Annual Step-up anytime within the 30 days following that rider anniversary. Your annual rider charge will increase if the BB steps up or if a withdrawal has been made since the ALP was last

made available and the ALP Percentage increases. (See Annual Rider Charge provision.)

If the Annual Step-up is processed the rider benefits will be adjusted as follows:

BB Step-up

Subject to the maximum BB shown under Contract Data, the BB will be increased to the contract value on the Step-up Date.

ALP Percentage Step-up

If the ALP Percentage shown under Contract Data for the younger Covered Spouse's, or remaining Covered Spouse's following death or dissolution of marriage, attained age on that rider anniversary is higher than the ALP Percentage used prior to the Step-up, then the ALP Percentage will be reset to the higher percentage, regardless of any prior withdrawals.

ALP and RALP

If the ALP is available, the ALP and RALP will be recalculated.

Asset Allocation Program

This rider requires participation in our asset allocation program. At time of application you choose an asset allocation model from any available model ranging from the conservative category to the aggressive category. There may be a limitation of available models based on the amount of the initial purchase payment we accept for your contract.

You can allocate your contract value to any available asset allocation model (1) prior to your first withdrawal and (2) following a benefit reset as described in this provision but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your asset allocation model to any available asset allocation model.

Immediately following a withdrawal your contract value will be reallocated to the Target Model shown under Contract Data if your current asset allocation model is more aggressive than the Target Model. After you have taken a withdrawal and prior to any benefit reset as described in this provision, you are in a withdrawal phase. During withdrawal phases you may request to change your asset allocation model to the Target Model or any asset allocation model that is more conservative without a benefit reset as described in this provision.

If you are in a withdrawal phase and you choose to allocate your contract value to an asset allocation model that is more aggressive than the Target Model, you will be in the accumulation phase again and your rider benefit will be reset as follows:

1. the BB will be reset to the lesser of the current BB or the contract value; and
2. if the ALP is available, the ALP and RALP will be recalculated; and

3. the PBB will be reset to the lesser of the current PBB or the contract value.

You may request to change your asset allocation model by written request on an authorized form or by another method agreed to by us. The number of elective model changes allowed per contract year is shown under Contract Data. Additionally, we reserve the right to limit the number of model changes allowed if required to comply with the written instructions of a fund.

We reserve the right to change the Target Model to an asset allocation model that is more aggressive after 30 days written notice.

We reserve the right to cancel required participation in the asset allocation program after 30 days written notice. If asset allocation models are not required, you may allocate your contract value and additional purchase payments as provided in the contract.

Contract Provision Modifications

Because of the addition of this rider to your contract, several contract provisions are modified as described throughout this rider, including the following.

Payment Limits Provision

We reserve the right to restrict cumulative subsequent purchase payments to an amount less than The Maximum Total RVS Variable Annuity Purchase Payment Per Annuitant Life, shown under Contract Data.

Allocation of Purchase Payments

Because this rider requires participation in our asset allocation program, allocation of purchase payments shall be determined by your asset allocation model.

Transfers of Contract Values Provision

Because this rider requires participation in our asset allocation program, transfer privileges granted under the contract are suspended other than: (1) transfers among the available asset allocation models as described above, provided such transfers are not determined to disadvantage other contract owners, (2) transfers necessary to adjust contract value allocations to match the allocation percentages utilized in your asset allocation model, or (3) transfers as otherwise agreed to by us.

Rules for Withdrawal Provision

Minimum account values following a withdrawal no longer apply to your contract.

For withdrawals, the withdrawal will be made from your accounts and subaccounts in the same proportion as your interest in each bears to the contract value. You cannot specify from which accounts the withdrawal is to be made.

If the contract value falls to zero and the BB is greater than zero, the following will occur:

1. If the ALP is unavailable, and if the contract value is reduced to zero as a result of fees or charges; then the owner must wait until the rider anniversary following the date the younger Covered Spouse reaches the youngest ALPAA and receive the ALP annually until the death of both Covered Spouses.
2. If the ALP is available, and if the contract value is reduced to zero as a result of fees or charges, or as a result of a withdrawal that is less than or equal to the RALP; then the owner will receive the remaining schedule of ALPs paid annually until the death of both Covered Spouses.

In (1) and (2) above:

- These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequently than annually.
- We will no longer accept subsequent purchase payments.
- No more charges will be collected for the rider.

- The ALP will be paid annually until the death of the last surviving Covered Spouse. Following the death of both Covered Spouses, the death benefit becomes the remaining schedule of ALPs, if any, until total payments to the owner and the beneficiary are equal to the PBB at the time the contract value falls to zero.

If the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP or as a result of a withdrawal that is made when the ALP is unavailable, then this rider and the contract will terminate.

Death Benefit Before Annuitization

If the death benefit becomes payable at the death of a Covered Spouse, the surviving Covered Spouse must utilize the spousal continuation provision to continue the joint benefit. If spousal continuation is not available under the terms of the contract, the rider terminates. The lifetime benefit of this rider ends at the death of the last surviving Covered Spouse.

If a death benefit becomes payable, the beneficiary may: (1) elect to take the death benefit under the terms of the contract, (2) elect to take the principal back guarantee available under this rider, or (3) continue the contract under the Spouse's Option to Continue Contract provision.

If the beneficiary elects the principal back guarantee under this rider, the following will occur:

1. If the PBB is greater than zero and the ALP is available, the remaining schedule of ALPs will be paid until total payments to the beneficiary are equal to the PBB.
2. If the PBB is greater than zero and the ALP is not available, the BB multiplied by the ALP Percentage for the youngest ALPAA shown under Contract Data will be paid annually until total payments to the beneficiary are equal to the PBB.
3. If the last surviving Covered Spouse dies and the PBB equals zero, the benefit terminates. No further payments are made.

Spouse's Option to Continue Contract

If the surviving spouse is a Covered Spouse and chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract, and the CB, PBB, and BB will not change. The ALP Percentage may change as follows:
 - (A) If the ALP is available and a withdrawal has been made since the ALP was last made available, the ALP, RALP and ALP Percentage will not change.

- (B) If the ALP is available and no withdrawal has been made since the ALP was last made available, the ALP Percentage will be reset to the ALP Percentage shown under Contract Data for the surviving Covered Spouse's attained age. The ALP and RALP will then be recalculated.

- (C) If the ALP is unavailable but the surviving Covered Spouse has reached the youngest ALPAA as of the date of the continuation, the ALP becomes available on the date of continuation and the ALP Percentage used is shown under Contract Data for the surviving Covered Spouse's attained age on the date of continuation.

2. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
3. At the time of spousal continuation, a Step-up may be available. All Annual Step-up rules also apply to the spousal continuation Step-up except the ALP Percentage used is based on the surviving Covered Spouse's attained age on the date of the Step-up. If the spousal continuation Step-up is processed automatically, the Step-up date is the valuation date spousal continuation is effective. If not, the Step-up date is the valuation date we receive the spouse's written request to Step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

Change of Ownership

Because the joint life benefit requires that the surviving Covered Spouse continue the contract under the "Spouse's Option to Continue Contract" provision, only ownership arrangements that permit such continuation are allowed at rider issue.

If the owner is a natural person, only the Covered Spouses or a revocable trust can be owners. If there is a non-natural owner or a revocable trust, one of the Covered Spouses must be the annuitant. The only ownership changes allowed are between the Covered Spouses or other ownership arrangements that allow for continuation by a Covered Spouse. No other ownership changes are allowed as long as the rider is in force. We reserve the right to require our approval of any ownership changes, subject to state law restrictions.

Assignment

We reserve the right to require our approval of any assignments, subject to state law restrictions.

Annual Rider Charge

We deduct the fee for this rider once a year from your contract value on your contract anniversary. We prorate this fee among your accounts and subaccounts in the same proportion your interest in each account bears to your total contract value.

The fee is calculated on your contract anniversary by multiplying the Annual Rider Charge by the lesser of:

1. the maximum BB shown under Contract Data, or
2. the greater of the anniversary contract value or the BB.

The Annual Rider Charge may vary with your asset allocation model and is subject to the Maximum Annual Rider Charge shown under Contract Data.

The Initial Annual Rider Charge associated with your initial asset allocation model is shown under Contract Data. This charge may increase if:

1. you elect to change your asset allocation model and the Annual Rider Charge for the new asset allocation model is higher; or
2. you elect the Annual Step-up or spousal continuation Step-up.

The new charge will be the charge in effect on the valuation date we receive your written request to change your asset allocation model or Step-up if we receive your request before the close of business on that day, otherwise the charge in effect on the next valuation date.

There is no increase in the Annual Rider Charge for automatic Annual Step-ups, automatic spousal continuation Step-ups, or for any required reallocation of your contract value to the Target Model following a withdrawal.

If the rider charge changes during a contract year, we will calculate an average rider charge, for that contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each charge was in effect.

If your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of calendar days coverage was in place during the contract year. Death benefits payable to the beneficiary will be reduced by the prorated rider charge.

Termination of the Rider

This rider cannot be terminated either by you or us except as follows:

1. After the death benefit is payable, continuation of the contract by any one other than a Covered Spouse will terminate the rider.
2. Annuitization of the contract under an annuity payment plan will terminate the rider.
3. A withdrawal subject to excess withdrawal processing that reduces the contract value to zero will terminate the rider.

4. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

[

]

Secretary

Guaranteed Lifetime Withdrawal Benefit Rider [*SecureSource Stages*SM Rider]

Covered Person [John Q. Doe]
 Rider Effective Date [June 1, 2008]
 Initial Annual Rider Charge [.85%]
 Maximum Annual Rider Charge [1.50%]
 Maximum BB, CB and PBB [\$10,000,000]

Rider Credit Dates	Rider Credit Percentage
[1 st Rider Anniversary	[6%
2 nd Rider Anniversary	6%
3 rd Rider Anniversary	6%
4 th Rider Anniversary	6%
5 th Rider Anniversary	6%
6 th Rider Anniversary	6%
7 th Rider Anniversary	6%
8 th Rider Anniversary	6%
9 th Rider Anniversary	6%
10 th Rider Anniversary]	6%]

Annual Lifetime Payment Attained Age	ALP Percentage
[52-58	[4%
59-64	5%
65-79	6%
80]+	7%]

Initial Asset Allocation Model Selection [Moderately Aggressive Model]
 Target Model [Moderate Model]
 Number of Model Changes Allowed Per Contract Year [2]

[Allocation Restrictions/Limitations: This rider requires participation in our Asset Allocation Program containing certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. Elective changes to asset allocation models or elective Step-ups may increase the Annual Rider Charge.]

Guaranteed Lifetime Withdrawal Benefit Rider [*SecureSource Stages*SM Rider]

Covered Spouses [John Q. Doe]
 [Mary Q. Doe]
 Rider Effective Date [June 1, 2008]
 Initial Annual Rider Charge [1.05%]
 Maximum Annual Rider Charge [1.75%]
 Maximum BB, CB and PBB [\$10,000,000]

Rider Credit Dates	Rider Credit Percentage
[1 st Rider Anniversary	[6%
2 nd Rider Anniversary	6%
3 rd Rider Anniversary	6%
4 th Rider Anniversary	6%
5 th Rider Anniversary	6%
6 th Rider Anniversary	6%
7 th Rider Anniversary	6%
8 th Rider Anniversary	6%
9 th Rider Anniversary	6%
10 th Rider Anniversary]	6%]

Annual Lifetime Payment Attained Age	ALP Percentage
[52-58	[4%
59-64	5%
65-79	6%
80]+	7%]

Initial Asset Allocation Model Selection [Moderately Aggressive Model]
 Target Model [Moderate Model]
 Number of Model Changes Allowed Per Contract Year [2]

[Allocation Restrictions/Limitations: This rider requires participation in our Asset Allocation Program containing certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. Elective changes to asset allocation models or elective Step-ups may increase the Annual Rider Charge.]

SERFF Tracking Number: *AEMN-125719911* *State:* *Arkansas*
Filing Company: *RiverSource Life Insurance Company* *State Tracking Number:* *39843*
Company Tracking Number: *275061SGAR*
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *Select Variable Annuities*
Project Name/Number: *SecureSource 3/275061SG*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AEMN-125719911 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 39843
Company Tracking Number: 275061SGAR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Select Variable Annuities
Project Name/Number: SecureSource 3/275061SG

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 07/02/2008

Comments:

Attachments:

AR CERT.pdf
34146 D (1-04) - AR Guaranty Association notice.pdf
271786 D (01-07) - ODL Multi Fixed Consumer Info - AR.pdf

Review Status:

Satisfied -Name: Application 07/02/2008

Comments:

Applications 273956 and 273957 (Arkansas file #31713, approved 1/25/2006) will be used to apply for variable annuities the submitted living benefit riders will be available with.

Review Status:

Satisfied -Name: Life & Annuity - Actuarial Memo 07/02/2008

Comments:

The actuarial memorandums also contain reserve information.

Attachments:

SS3 Single Actuarial Memorandum.pdf
SS3 Joint Actuarial Memorandum.pdf

Review Status:

Satisfied -Name: Variability Statements 08/04/2008

Comments:

Attachments:

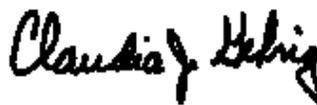
275061-JT annotated.pdf
275061-SG annotated.pdf
DP275061-JT annotated.pdf
DP275061-SG annotated.pdf
Statement of Variability.pdf

STATE OF ARKANSAS
VARIABLE ANNUITY
CERTIFICATION OF COMPLIANCE

Form	Description
275061-SG	Guaranteed Minimum Withdrawal Benefit Rider -Single Life
DP275061-SG	Data Page Insert Paragraph
275061-JT	Guaranteed Minimum Withdrawal Benefit Rider -Joint Life
DP275061-JT	Data Page Insert Paragraph

We certify that the above form(s) being submitted meet the provisions of Rules 6 and 19 of the Arkansas Insurance Department Rules and Regulations as well as all applicable requirements of the Department.

I, Claudia J. Gehrig, Assistant Secretary of RiverSource Life Insurance Company, further certify that I am familiar with the applicable laws, rules and regulations of the State of Arkansas, and that to the best of my knowledge, information and belief, all forms submitted with this letter are in compliance in all respects with the provisions of the Insurance Laws, Rules and Regulations of the State of Arkansas.



RiverSource Life Insurance Company
Claudia J. Gehrig, Assistant Secretary

Date: August 4, 2008

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or accident and health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association (“Guaranty Association”). The purpose of this Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers’ care in selecting companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association (“Guaranty Association”) may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Arkansas. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or a variable annuity contract.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

**The Arkansas Life and Health Insurance Guaranty Association
C/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201**

**Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904**

The state law that provides for this safety-net coverage is called the Arkansas Life and Health Insurance Guaranty Association Act (“Act”). Below is a brief summary of the Act’s coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone’s rights or obligations under the Act or the rights and obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 — no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values — again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

Annuity Contract Number _____

Annuity Owner _____

Questions Regarding Your Annuity?

If you have questions regarding your annuity, you may contact the following:

RiverSource Life Insurance Company
829 Ameriprise Financial Center
Minneapolis, MN 55474

Telephone: 1-800-333-3437

Agent Name: _____

Agent Address: _____

Telephone: _____

If we at RiverSource Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904

Telephone: 1-800-852-5494

IMPORTANT NOTICE FOR AGENT:

The State of Arkansas requires that you provide your name, address, and telephone number in the space provided above and give this notice to the contract owner with the contract.

RiverSource Life Insurance Company

Actuarial Memorandum

Guaranteed Minimum Withdrawal Benefit Rider – Single Life for a Flexible Purchase Payment Deferred Variable Annuity Rider forms 275061-SG with DP275061-SG

Description: This rider is a guaranteed minimum withdrawal benefit to be offered with a flexible purchase payment deferred variable annuity. The contract provides a minimum guarantee that allows the client to take withdrawals for their lifetime or until the termination of the rider. This rider is available at contract issue and may be added to inforce contracts as allowed by RiverSource Life. This rider may be combined with any death benefit riders currently available but can not be purchased concurrently with any other living benefit riders.

The goals of this benefit are two-fold. First, this benefit allows the client to invest in the market through a variable annuity, while providing a guarantee that they, or their beneficiaries, will receive at least their principal amount back, and more if they live longer, provided they do not exceed the withdrawal limitations and the rider does not terminate. Second, this benefit allows the client to increase their benefit amount by participating in market increases or, if no withdrawals are made, by receiving a rider credit at certain rider anniversaries.

RiverSource Life reserves the right to restrict cumulative additional purchase payments.

Benefit Description: This rider guarantees that after the covered person reaches the youngest ALP Attained Age, the client may take withdrawals each contract year up to the Annual Lifetime Payment (ALP) until the death of the covered person or termination of the rider.

If the client chooses to withdraw an amount greater than the RALP or takes a withdrawal before the ALP is available, the BB, PBB, and ALP may be reduced in accordance with excess withdrawal processing. Benefit resets due to asset allocation model changes may also decrease the guarantees.

As long as a withdrawal does not exceed the RALP, a withdrawal charge will not be assessed. If the client chooses to withdraw a greater amount, the amount in excess will be assessed any applicable

withdrawal charges, and the guarantee may be reduced in accordance with excess withdrawal processing.

The Benefit Base (BB) is equal to the initial purchase payment. This value is adjusted for subsequent purchase payments, rider credits, withdrawals subject to excess withdrawal processing, benefit resets due to asset allocation model changes, spousal continuations, and step ups.

The Credit Base (CB) is equal to the total purchase payments. The CB will be set to zero (and remains zero for the life of the rider) at any of the following times: the first withdrawal, if a spousal continuation occurs, on the last Rider Credit Date, or if the Contract Value goes to zero. If the CB is greater than zero on each Rider Credit Date, the rider credit is the current Rider Credit Percentage multiplied by CB as of the last Rider Credit Date. On each Rider Credit Date, the BB will be the greater of (1) the current BB and (2) the BB as of the prior Rider Credit Date plus the Rider Credit plus purchase payments since the prior Rider Credit Date. On the first Rider Credit Date, assume the prior Rider Credit Date is 180 days after issue.

The Rider Credit Dates and the Rider Credit Percentages are set at the time the contract is issued and will not change for a given contract. The Rider Credit Dates can be any date between the first and fifteenth contract anniversary. The Rider Credit Percentage can be any percentage between 1% and 50%. Our anticipated Rider Credit Dates are the first 10 contract anniversaries and our anticipated Rider credit Percentage is 6%.

The rider also includes a Principal Back Guarantee. The Principal Back Base (PBB) is equal to the total purchase payments and is reduced by the amount of any withdrawals up to the RALP. Withdrawals greater than the RALP or before the ALP is available will subject the PBB to excess withdrawal processing. The beneficiary can elect the base contract death benefit or the ALP paid annually until the payments equal the PBB at death.

There is a maximum BB, CB, and PBB set at the time the contract is issued. This maximum will not change for a given contract. The maximum will be between \$1,000,000 and \$20,000,000. Our anticipated maximum will be \$10,000,000.

The covered person is the person whose life is used to determine when the ALP is established and the duration of the ALP payments.

The Annual Lifetime Payment Percentage (ALP Percentage) is based

on the Covered Person's attained age when the ALP becomes available. If no withdrawals are taken, the ALP Percentage can increase on each rider anniversary if the ALP Percentage is higher for the Covered Person's attained age. The ALP percentage will be between 3% and 15%.

The ALP Attained Ages are set at the time the contract is issued. The age bands will not change for a given contract. The ALP Attained Ages will be between 45 and 85 and there will be a maximum of six age bands.

Our anticipated values for the ALP percentages and the ALP attained ages are: 4% at ages 52-58, 5% at ages 59-64, 6% at ages 65-79, and 7% at ages 80+.

The ALP is available on the rider effective date, or the anniversary following the date the covered person reaches the youngest ALP Attained Age, if later. It is set equal to the ALP percentage multiplied by the BB on that date. When available, the ALP is adjusted any time the ALP percentage or the BB changes. The RALP is the amount of ALP available for withdrawal for the remainder of the current contract year.

An Annual Step-Up is available that may increase the BB to the contract value on the Step-up Date and/or increase the ALP Percentage based on the covered person's attained age. The Annual Step-up will occur automatically on the rider anniversary provided the rider charge would not increase as a result of the Annual Step-Up. If the Annual Step-up is not done automatically because it would result in an increase in the rider charge, the client has the option to elect the Annual Step-up, and the resulting charge increase, within 30 days following that rider anniversary.

If the ALP is unavailable and the contract value falls to zero due to the deduction of fees or charges, the client must wait until the rider anniversary following the date the Covered Person reaches the youngest ALP attained age and receive the ALP annually until the death of the Covered Person. RiverSource Life will no longer accept additional purchase payments, no more charges will be collected for the rider, and no other benefits are available under this contract.

If the ALP is available and the contract value falls to zero due to the deduction of fees or charges or a withdrawal that is less than the RALP, the client will receive the remaining schedule of ALPs until the death of the Covered Person. RiverSource Life will no longer accept additional purchase payments, no more charges will be collected for

the rider, and no other benefits are available under this contract.

When the contract value is zero, the rider's death benefit becomes the remaining schedule of ALPs, if any, until total payments to the client and the beneficiary are equal to the PBB at the time the contract value goes to zero.

The covered person must be 80 or younger on the issue date. Once elected, this rider can not be terminated except for the following: (1) continuation of the contract after the death benefit becomes payable by anyone other than the owner's spouse, (2) change of ownership that would result in a different covered person, (3) when annuity payments begin, (4) a withdrawal is subject to excess withdrawal processing and would reduce the contract value to zero, or (5) termination of the base contract. This prevents a client from selecting against RiverSource Life. The annual charge was calculated based on this and would need to be much higher if the rider could be cancelled. RiverSource Life would provide the withdrawal guarantee as contract values decrease but potentially would not receive the annual charge as values increase and clients cancel.

Asset
Allocation
Program:

RiverSource Life requires participation in an asset allocation program with specific investment allocations to asset allocation models. These asset allocation models contain certain variable subaccounts and may include the One-Year Fixed Account, the DCA Fixed Account, and/or GPAs. We offer asset allocation models ranging from conservative to aggressive categories and each asset allocation model may have a different rider charge.

Prior to the first withdrawal, and following a benefit reset due to model changes (described below) and prior to a subsequent withdrawal, the client can invest in any model available. When a withdrawal is made, the contract value will be reallocated to the Target Model if the client is invested in a more aggressive asset allocation model. Following a withdrawal, a benefit reset will occur if the client requests to change to a more aggressive model than the Target Model.

The Target Model can be any model that we offer. It is set at the time the contract is issued. After issue, RiverSource Life can change the Target Model to a more aggressive model with 30 days notice to the client. Our anticipated Target Model is the Moderate Model.

The rider limits the number of elective asset allocation model changes per contract year. The limit will be between one and five and will be fixed for a given contract at issue. Our anticipated limit is two model changes per contract year.

Any changes to our Asset Allocation program will be provided through the prospectus or mailings to the client.

Charges: An annual charge in the range of 0.10% - 3.00% of the greater of the total contract value or BB (but not more than the maximum BB) is applied on each contract anniversary if this rider is elected. Our anticipated current charge is 0.85% our anticipated maximum charge is 1.50%.

The initial charge will not change unless a Step-up has been elected or the client elects to change their asset allocation model when the price for the rider has increased. The fee is prorated among all accounts and subaccounts in the same proportion the value in each account bears to the contract value. Upon termination of the contract or rider for any reason, the rider charge will be deducted, adjusted for the number of calendar days coverage was in place. Death benefits payable will be reduced by a prorated rider charge.

If the annual step-up is elected, the rider charge may change. The rider charge may also vary with the asset allocation model and may change if a new model is elected. The new charge will be the one in effect on the date of election of the step-up or asset allocation model change. We reserve the right to increase this charge up to a maximum of 3.00% for newly issued riders, upon elected step-ups, or upon elected asset allocation model changes.

If the rider charge changes during the contract year, an average rider charge will be calculated for that year which reflects the various charges and the number of days each charge was in effect.

The charge was developed by stochastically projecting the benefit into the future using numerous random scenarios. The scenarios were generated using the risk free growth rate and market implied volatilities. Assumptions were made regarding expected asset allocation model choices, sales distribution, and policyholder behavior. The present value of the guaranteed benefits at the risk free rate was calculated for each scenario. The price charged for the benefit was determined to be the price needed to cover the guaranteed benefits provided and cost of capital under the mean of the scenarios.

Valuation
Methodology:

The GMWB reserve will be calculated according to Actuarial Guideline XXXIX. Aggregate reserves for contracts with the GMWB will equal the sum of:

- reserves for the variable annuity contract that do not recognize the GMWB, and
- the GMWB reserve, initially determined as the sum of the charges for the GMWB from the date of issue to the valuation date for GMWB benefits in force. At each subsequent quarter, the GMWB reserve will be the sum GMWB charges earned during the quarter and 97.5% of the prior quarter's reserve.

The GMWB reserve is subject to asset adequacy analysis. If this analysis shows there is a reserve shortfall, the GMWB reserve will be increased. The asset adequacy analysis will reflect all GMWB benefits and expenses, the GMWB charges, and the assets supporting the GMWB reserves. The analysis will be conducted on an aggregate basis for all contracts with a GMWB.

If reserve requirements change in the future, the valuation methodology will be changed to be in compliance with the new requirements.

7/28/08
Date



Valuation Methodology certified by John Weum, FSA, MAAA

7/28/08
Date



Product Description certified by Tamara L. Pollock, FSA, MAAA

RiverSource Life Insurance Company

Actuarial Memorandum

Guaranteed Minimum Withdrawal Benefit Rider – Joint Life for a Flexible Purchase Payment Deferred Variable Annuity Rider forms 275061-JT with DP275061-JT

Description: This rider is a guaranteed minimum withdrawal benefit to be offered with a flexible purchase payment deferred variable annuity. The contract provides a minimum guarantee that allows the client to take withdrawals until the death of both covered spouses or until the termination of the rider. This rider is available at contract issue and may be added to inforce contracts as allowed by RiverSource Life. This rider may be combined with any death benefit riders currently available but can not be purchased concurrently with any other living benefit riders.

The goals of this benefit are two-fold. First, this benefit allows the client to invest in the market through a variable annuity, while providing a guarantee that they, or their beneficiaries, will receive at least their principal amount back, and more if they and/or their spouse live longer, provided they do not exceed the withdrawal limitations and the rider does not terminate. Second, this benefit allows the client to increase their benefit amount by participating in market increases or, if no withdrawals are made, by receiving a rider credit at certain rider anniversaries.

RiverSource Life reserves the right to restrict cumulative additional purchase payments.

Benefit Description: This rider guarantees that after both covered spouses reach the youngest ALP Attained Age, the client may take withdrawals each contract year up to the Annual Lifetime Payment (ALP) until the death of both covered spouses or termination of the rider.

If the client chooses to withdraw an amount greater than the RALP or takes a withdrawal before the ALP is available, the BB, PBB, and ALP may be reduced in accordance with excess withdrawal processing. Benefit resets due to asset allocation model changes may also decrease the guarantees.

As long as a withdrawal does not exceed the RALP, a withdrawal charge will not be assessed. If the client chooses to withdraw a

greater amount, the amount in excess will be assessed any applicable withdrawal charges, and the guarantee may be reduced in accordance with excess withdrawal processing.

The Benefit Base (BB) is equal to the initial purchase payment. This value is adjusted for subsequent purchase payments, rider credits, withdrawals subject to excess withdrawal processing, benefit resets due to asset allocation model changes, and step ups.

The Credit Base (CB) is equal to the total purchase payments. The CB will be set to zero (and remains zero for the life of the rider) at any of the following times: the first withdrawal, on the last Rider Credit Date, or if the Contract Value goes to zero. If the CB is greater than zero on each Rider Credit Date, the rider credit is the current Rider Credit Percentage multiplied by CB as of the last Rider Credit Date. On each Rider Credit Date, the BB will be the greater of (1) the current BB and (2) the BB as of the prior Rider Credit Date plus the Rider Credit plus purchase payments since the prior Rider Credit Date. On the first Rider Credit Date, assume the prior Rider Credit Date is 180 days after issue.

The Rider Credit Dates and the Rider Credit Percentages are set at the time the contract is issued and will not change for a given contract. The Rider Credit Dates can be any date between the first and fifteenth contract anniversary. The Rider Credit Percentage can be any percentage between 1% and 50%. Our anticipated Rider Credit Dates are the first 10 contract anniversaries and our anticipated Rider credit Percentage is 6%.

The rider also includes a Principal Back Guarantee. The Principal Back Base (PBB) is equal to the total purchase payments and is reduced by the amount of any withdrawals up to the RALP. Withdrawals greater than the RALP or before the ALP is available will subject the PBB to excess withdrawal processing. The beneficiary can elect the base contract death benefit or the ALP paid annually until the payments equal the PBB at death.

There is a maximum BB, CB, and PBB set at the time the contract is issued. This maximum will not change for a given contract. The maximum will be between \$1,000,000 and \$20,000,000. Our anticipated maximum will be \$10,000,000.

The covered spouses are the persons whose life is used to determine when the ALP is established and the duration of the ALP payments. The covered spouses are the owner and the legally married spouse of the owner. For non-natural owners, the covered spouses are the

annuitant and the legally married spouse of the annuitant.

The Annual Lifetime Payment Percentage (ALP Percentage) is based on the younger Covered Spouse's attained age when the ALP becomes available. If a covered spouse dies or the spouses are no longer married, the ALP will be based on the remaining spouse reaching the ALP attained age. If no withdrawals are taken, the ALP Percentage can increase on each rider anniversary if the ALP Percentage is higher for the younger Covered Spouse's attained age. The ALP percentage will be between 3% and 15%.

The ALP Attained Ages are set at the time the contract is issued. The age bands will not change for a given contract. The ALP Attained Ages will be between 45 and 85 and there will be a maximum of six age bands.

Our anticipated values for the ALP percentages and the ALP attained ages are: 4% at ages 52-58, 5% at ages 59-64, 6% at ages 65-79, and 7% at ages 80+.

The ALP is available on the rider effective date, or the anniversary following the date the younger covered spouse reaches the youngest ALP Attained Age, if later. It is set equal to the ALP percentage multiplied by the BB on that date. When available, the ALP is adjusted any time the ALP percentage or the BB changes. The RALP is the amount of ALP available for withdrawal for the remainder of the current contract year.

An Annual Step-Up is available that may increase the BB to the contract value on the Step-up Date and/or increase the ALP Percentage based on the covered person's attained age. The Annual Step-up will occur automatically on the rider anniversary provided the rider charge would not increase as a result of the Annual Step-Up. If the Annual Step-up is not done automatically because it would result in an increase in the rider charge, the client has the option to elect the Annual Step-up, and the resulting charge increase, within 30 days following that rider anniversary.

If the ALP is unavailable and the contract value falls to zero due to the deduction of fees or charges, the client must wait until the rider anniversary following the date the younger Covered Spouse reaches the youngest ALP attained age and receive the ALP annually until the death of both Covered Spouses. RiverSource Life will no longer accept additional purchase payments, no more charges will be collected for the rider, and no other benefits are available under this contract.

If the ALP is available and the contract value falls to zero due to the deduction of fees or charges or a withdrawal that is less than the RALP, the client will receive the remaining schedule of ALPs until the death of both Covered Spouses. RiverSource Life will no longer accept additional purchase payments, no more charges will be collected for the rider, and no other benefits are available under this contract.

When the contract value is zero, the rider's death benefit becomes the remaining schedule of ALPs, if any, until total payments to the client and the beneficiary are equal to the PBB at the time the contract value goes to zero.

Both covered spouses must be 80 or younger on the issue date. Once elected, this rider can not be terminated except for the following: (1) continuation of the contract after the death benefit becomes payable by anyone other than a covered spouse, (2) when annuity payments begin, (3) a withdrawal is subject to excess withdrawal processing and would reduce the contract value to zero, or (4) termination of the base contract. This prevents a client from selecting against RiverSource Life. The annual charge was calculated based on this and would need to be much higher if the rider could be cancelled. RiverSource Life would provide the withdrawal guarantee as contract values decrease but potentially would not receive the annual charge as values increase and clients cancel.

Asset
Allocation
Program:

RiverSource Life requires participation in an asset allocation program with specific investment allocations to asset allocation models. These asset allocation models contain certain variable subaccounts and may include the One-Year Fixed Account, the DCA Fixed Account, and/or GPAs. We offer asset allocation models ranging from conservative to aggressive categories and each asset allocation model may have a different rider charge.

Prior to the first withdrawal, and following a benefit reset due to model changes (described below) and prior to a subsequent withdrawal, the client can invest in any model available. When a withdrawal is made, the contract value will be reallocated to the Target Model if the client is invested in a more aggressive asset allocation model. Following a withdrawal, a benefit reset will occur if the client requests to change to a more aggressive model than the Target Model.

The Target Model can be any model that we offer. It is set at the time the contract is issued. After issue, RiverSource Life can change the Target Model to a more aggressive model with 30 days notice to the client. Our anticipated Target Model is the Moderate Model.

The rider limits the number of elective asset allocation model changes per contract year. The limit will be between one and five and will be fixed for a given contract at issue. Our anticipated limit is two model changes per contract year.

Any changes to our Asset Allocation program will be provided through the prospectus or mailings to the client.

Charges: An annual charge in the range of 0.10% - 3.00% of the greater of the total contract value or BB (but not more than the maximum BB) is applied on each contract anniversary if this rider is elected. Our anticipated current charge is 0.85% our anticipated maximum charge is 1.50%.

The initial charge will not change unless a Step-up has been elected or the client elects to change their asset allocation model when the price for the rider has increased. The fee is prorated among all accounts and subaccounts in the same proportion the value in each account bears to the contract value. Upon termination of the contract or rider for any reason, the rider charge will be deducted, adjusted for the number of calendar days coverage was in place. Death benefits payable will be reduced by a prorated rider charge.

If the annual step-up is elected, the rider charge may change. The rider charge may also vary with the asset allocation model and may change if a new model is elected. The new charge will be the one in effect on the date of election of the step-up or asset allocation model change. We reserve the right to increase this charge up to a maximum of 3.00% for newly issued riders, upon elected step-ups, or upon elected asset allocation model changes.

If the rider charge changes during the contract year, an average rider charge will be calculated for that year which reflects the various charges and the number of days each charge was in effect.

The charge was developed by stochastically projecting the benefit into the future using numerous random scenarios. The scenarios were generated using the risk free growth rate and market implied volatilities. Assumptions were made regarding expected asset allocation model choices, sales distribution, and policyholder behavior. The present value of the guaranteed benefits at the risk free rate was calculated for each scenario. The price charged for the benefit was determined to be the price needed to cover the guaranteed benefits provided and cost of capital under the mean of the scenarios.

Valuation
Methodology:

The GMWB reserve will be calculated according to Actuarial Guideline XXXIX. Aggregate reserves for contracts with the GMWB will equal the sum of:

- reserves for the variable annuity contract that do not recognize the GMWB, and
- the GMWB reserve, initially determined as the sum of the charges for the GMWB from the date of issue to the valuation date for GMWB benefits in force. At each subsequent quarter, the GMWB reserve will be the sum GMWB charges earned during the quarter and 97.5% of the prior quarter's reserve.

The GMWB reserve is subject to asset adequacy analysis. If this analysis shows there is a reserve shortfall, the GMWB reserve will be increased. The asset adequacy analysis will reflect all GMWB benefits and expenses, the GMWB charges, and the assets supporting the GMWB reserves. The analysis will be conducted on an aggregate basis for all contracts with a GMWB.

If reserve requirements change in the future, the valuation methodology will be changed to be in compliance with the new requirements.

7/28/08
Date



Valuation Methodology certified by John Weum, FSA, MAAA

7/28/08
Date



Product Description certified by Tamara L. Pollock, FSA, MAAA

Guaranteed Lifetime Withdrawal Benefit Rider Joint Life

1. [SecureSource StagesSM Rider]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract. **This rider cannot be terminated either by you or us except as provided in the Termination of the Rider provision.**

This rider requires participation in our asset allocation program. Your Initial Asset Allocation Model is shown under Contract Data. Limitations may be imposed on the asset allocation models available for selection as described in the Asset Allocation Program provision.

The additional charge for this rider is described in the Annual Rider Charge provision.

Definitions

ALP Benefit Base (BB)

The ALP Benefit Base is used in the calculation of the Annual Lifetime Payment and the annual rider charge. The BB cannot be withdrawn or annuitized.

ALP Credit Base (CB)

The ALP Credit Base is used in the calculation of the Rider Credit. The CB cannot be withdrawn or annuitized.

Annual Lifetime Payment (ALP)

Under the terms of this rider, the Annual Lifetime Payment (ALP) is the lifetime benefit amount that can be withdrawn each contract year until the death of both Covered Spouses or termination of the rider. The ALP may not be available under certain circumstances as described in the Annual Lifetime Payment provision.

Annual Lifetime Payment Attained Age (ALPAA)

The Annual Lifetime Payment Attained Ages are shown under Contract Data. The younger Covered Spouse must be the youngest ALPAA shown for the Annual Lifetime Payment to be available. The ALPAA is also used in determining which percentage will be used to calculate the Annual Lifetime Payment.

Annual Lifetime Payment Percentage (ALP Percentage)

ALP Percentages, shown under Contract Data, are used in the calculation of the Annual Lifetime Payment. The ALP Percentage used can change as described in the ALP Percentage provision.

Annual Step-up

The Annual Step-up is an increase in the BB and a possible increase in the ALP Percentage that is available each rider Anniversary if your contract value

increases, subject to certain conditions as described in the Annual Step-up provision.

Attained Age

Attained age means the specified Covered Spouse's age as of his/her latest birthday.

Contract Date, Contract Anniversary, Rider Anniversary

Your contract date is shown under Contract Data. It is the date from which contract anniversaries, contract years, and contract months are determined. Your contract anniversary is the same day and month as the contract date each year that the contract remains in force. Your rider anniversary is the same date as your contract anniversary unless the rider is issued after the contract date. It is the same day and month as the rider effective date each year that the rider remains in force.

Covered Spouses

Covered Spouses are the persons whose lives are used to determine whether or not the Annual Lifetime Payment (ALP) is available and the duration of the ALP payments. The Covered Spouses are established on the rider effective date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse, as defined under federal law, as named on the application and as shown under Contract Data, for as long as the marriage is valid and in effect. If an owner is a non-natural person or a revocable trust, the Covered Spouses are the annuitant and the legally married spouse of the annuitant.

Excess Withdrawal Processing

Benefits under this rider are reset if withdrawals are made when the Annual Lifetime Payment is unavailable or if a withdrawal exceeds the Remaining Annual Lifetime Payment.

Principal Back Base (PBB)

The Principal Back Base is used in the calculation of the principal back guarantee available under this rider. The PBB cannot be withdrawn or annuitized.

Remaining Annual Lifetime Payment (RALP)

As you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. Whenever the ALP is available, the Remaining Annual Lifetime Payment (RALP) is the guaranteed amount that can be withdrawn during the remainder of the current contract year. Withdrawing more than the RALP will subject the benefits under this rider to excess withdrawal processing. When determining if a

withdrawal will result in excess withdrawal processing, we use the RALP amount on the date of (but prior to) the current withdrawal.

Rider Credit

The Rider Credit is an amount that can be added to the ALP Benefit Base on all Rider Credit Dates as long as no withdrawals have been taken since the rider effective date. The Rider Credit will also be discontinued if the contract value falls to zero.

Rider Credit Date

Rider Credit Dates are the dates shown under Contract Data on which Rider Credits can be added to the ALP Benefit Base, subject to certain limitations as described in the ALP Benefit Base provision.

Rider Effective Date

This rider is effective as of the contract date of this contract unless otherwise provided.

Step-Up Date

The Step-up Date is the rider anniversary if the Annual Step-up is processed automatically. If not processed automatically, the Step-up Date is the valuation date we receive your written request to Step-up if we receive your request before the close of business on that day, otherwise the next valuation date.

Withdrawal

A withdrawal is the amount by which your contract value is reduced as a result of your withdrawal request. It may differ from the amount of your request due to any withdrawal charge and any market value adjustment.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit guarantees that, regardless of investment performance, you may take withdrawals each contract year that the ALP is available until the earlier of:

- termination of the rider or
- the death of both Covered Spouses.

If you make a withdrawal when the ALP is unavailable, benefits may be reduced in accordance with the excess withdrawal processing as described in the ALP Benefit Base provision, item 3.

When the ALP is available, the rider guarantees that you have the option each contract year to withdraw cumulatively an amount up to the ALP.

If your withdrawal does not exceed the RALP, you will not be assessed a withdrawal charge. If you withdraw an amount larger than the RALP, the amount in excess of the RALP will be assessed any applicable withdrawal charges, and benefits may be reduced in accordance with excess withdrawal processing as described in the ALP Benefit Base provision, item 4. You may withdraw any amount up to your entire withdrawal value, subject to excess withdrawal processing under the rider.

As long as no excess withdrawal processing takes place or no benefit resets take place due to certain changes to your asset allocation model as described in the Asset Allocation Program provision, the rider also guarantees that total withdrawals shall not cumulatively be less than purchase payments you have made. This principal back guarantee is described in the Death Benefit Before Annuitization provision.

Subject to conditions and limitations in each referenced provision below, certain values used to compute amounts available for withdrawal under the terms of this rider can be increased under the following situations:

1. Your contract value has increased at specified intervals. (See "Annual Step-Up.")
2. Prior to your first withdrawal, a rider credit can increase the ALP Benefit Base, on any Rider Credit Dates. (See "ALP Benefit Base.")
3. Your ALP Percentage can increase if the younger Covered Spouse's attained age on a rider anniversary is associated with a higher ALP Percentage as shown under Contract Data. (See "ALP Percentage.")

We may modify the charge for this rider if you elect the Annual Step-up or if you elect to change your asset allocation model. (See "Annual Rider Charge.")

ALP Credit Base (CB)

Your CB is determined at the following times and is subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the contract date, the CB is set equal to the initial purchase payment.

If the rider is effective on a contract anniversary, the CB is set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider.

If we receive your request after the close of business on that day, we use the contract value on the next valuation date.

2. When a subsequent purchase payment is made

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

3. When a withdrawal is made

If the CB is greater than zero, the CB will be reset to zero and will always be zero.

4. After the latest Rider Credit Date

If the CB is greater than zero, the CB will be reset to zero and will always be zero.

5. When the contract value falls to zero

If the CB is greater than zero, the CB will be reset to zero and will always be zero.

ALP Benefit Base (BB)

The ALP Benefit Base is determined at the following times and is subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the contract date, the BB is set equal to the initial purchase payment.

If the rider is effective on a contract anniversary, the BB is set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider. If we receive your request after the close of business on that day, we use the contract value on the next valuation date.

2. When a subsequent purchase payment is made

The BB will be increased by the amount of each additional purchase payment.

3. When a withdrawal is made and the ALP is unavailable

Excess withdrawal processing will occur, and the BB will be reset to the lesser of the current BB or your contract value after the withdrawal.

4. When a withdrawal is made and the ALP is available

If the withdrawal is less than or equal to the RALP, the BB does not change.

If the withdrawal is greater than the RALP, excess withdrawal processing will occur, and the BB will be reset to the lesser of the current BB or your contract value after the withdrawal.

5. On any Rider Credit Dates when the CB is greater than zero

On the first Rider Credit Date, the Rider Credit equals the ALP Credit Base 180 days following the rider effective date multiplied by the Rider Credit Percentage shown under Contract Data for the first Rider Credit Date. On any subsequent Rider Credit Date, the Rider Credit equals the ALP Credit Base as of the prior Rider Credit Date multiplied by the Rider Credit Percentage shown under Contract Data associated with the current Rider Credit Date.

On the first Rider Credit Date the BB will be set to the greater of:

(A) the current BB, and

(B) the BB 180 days following the rider effective date increased by the Rider Credit and any additional purchase payments since 180 days following the rider effective date.

On any subsequent Rider Credit Dates the BB will be set to the greater of:

(A) the current BB, and

(B) the BB on the prior Rider Credit Date increased by the Rider Credit and any additional purchase payments since the prior Rider Credit Date.

6. Upon Annual Step-up as described in the Annual Step-Up provision

7. Upon certain changes to your asset allocation model as described in the Asset Allocation Program provision

8. Upon spousal continuation as described in the Spouse's Option to Continue Contract provision

Principal Back Base (PBB)

The Principal Back Base is determined at the following times and is subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the contract date, the PBB is set equal to the initial purchase payment.

If the rider is effective on a contract anniversary, the PBB is set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider. If we receive your request after the close of business on that day, we use the contract value on the next valuation date.

2. When a subsequent purchase payment is made

The PBB will be increased by the amount of each additional purchase payment.

3. When a withdrawal is made and the ALP is unavailable

Excess withdrawal processing will occur, and the PBB will be reset to the lesser of:

- the current PBB reduced by the amount of the withdrawal and
- your contract value after the withdrawal.

4. When a withdrawal is made and the ALP is available

If the withdrawal is less than or equal to the RALP, the PBB is reduced by the amount of the withdrawal.

If the withdrawal is greater than the RALP, excess withdrawal processing will occur, and the PBB will be reset to the lesser of:

- the current PBB reduced by the amount of the withdrawal or
- your contract value after the withdrawal.

5. Upon certain changes to your asset allocation model as described in the Asset Allocation Program provision

Annual Lifetime Payment Percentage (ALP Percentage)

The ALP Percentage used in calculating the ALP is determined at the following times:

1. When the ALP becomes available

The ALP Percentage used is the percentage shown under Contract Data for the younger Covered Spouse's attained age.

2. On each subsequent contract anniversary

If no withdrawal has been made since the ALP was last made available, and if the ALP Percentage shown under Contract Data for the younger Covered Spouse's, or remaining Covered Spouse's following death or dissolution of marriage, attained age is higher; then the ALP Percentage will be reset to the higher percentage.

3. Upon Annual Step-ups as described in the Annual Step-Up provision

4. Upon spousal continuation as described in the Spouse's Option to Continue Contract provision

5. Upon change in marital status

In the event of dissolution of marriage:

(A) If the ALP is available and no withdrawal has been made since the ALP was last made available, the ALP Percentage will be reset to the ALP Percentage shown under Contract Data for the remaining Covered Spouse's attained age.

(B) If the ALP is unavailable but the remaining Covered Spouse has reached the youngest ALPAA, the ALP Percentage used is shown under Contract Data for the remaining Covered Spouse's attained age.

In the event of remarriage of the Covered Spouses to each other, the ALP Percentage used is the percentage for the younger Covered Spouse's attained age.

The ALP Percentage will not change at other times.

Annual Lifetime Payment (ALP)

The ALP is available on the earliest of the following dates:

(A) the rider effective date if the younger Covered Spouse has already reached the youngest ALPAA.

(B) the rider anniversary following the date the younger Covered Spouse, or remaining Covered Spouse following death or dissolution of marriage, reaches the youngest ALPAA.

(C) the date spousal continuation is effective if the surviving Covered Spouse has already reached the youngest ALPAA.

(D) the date we receive written request of the death of a covered spouse who is not an owner or annuitant if the surviving Covered Spouse has already reached the youngest ALPAA.

(E) the date we receive written request following the dissolution of marriage of the Covered Spouses if the remaining Covered Spouse has already reached the youngest ALPAA.

The ALP is unavailable (1) prior to the earliest of the above dates or (2) after remarriage of the Covered Spouses to each other, if the younger Covered Spouse has not reached the youngest ALPAA.

While the ALP is available, the ALP is equal to the current BB multiplied by the ALP Percentage. Any time the ALP Percentage or the BB changes, the ALP will be recalculated.

If you withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is made available at the same time as the ALP.

The RALP equals the ALP less all withdrawals in the current contract year, but will not be less than zero.

Required Minimum Distributions

The portion of the RMD that exceeds the ALP will not be subject to excess withdrawal processing provided:

1. the ALP is available,

2. you are taking required minimum distributions (RMD) from this contract,
3. the RMD is greater than the ALP,
4. the RMD is for this contract alone,
5. the RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
6. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the effective date of this rider.

Any withdrawals made when the ALP is unavailable or withdrawing amounts greater than the ALP that do not meet these conditions will result in excess withdrawal processing.

Annual Step-Up

Beginning with the first rider anniversary, an Annual Step-up may be available.

The Annual Step-up will be effective on the Step-up Date. Only one Annual Step-up will be allowed each contract year.

The Annual Step-up is available on any rider anniversary where the contract value is greater than the BB after any Rider Credit is added.

- If the annual rider charge would not increase as a result of the Annual Step-up, we will process the Annual Step-up automatically on the rider anniversary.
- If the Annual Step-up would result in an increase of the annual rider charge, we do not process the Annual Step-up automatically and you will be notified. If the contract value is greater than the current BB, you then have the option to elect the Annual Step-up anytime within the 30 days following that rider anniversary. Your annual rider charge will increase if the BB steps up or if a withdrawal has been made since the ALP was last

made available and the ALP Percentage increases. (See Annual Rider Charge provision.)

If the Annual Step-up is processed the rider benefits will be adjusted as follows:

BB Step-up

Subject to the maximum BB shown under Contract Data, the BB will be increased to the contract value on the Step-up Date.

ALP Percentage Step-up

If the ALP Percentage shown under Contract Data for the younger Covered Spouse's, or remaining Covered Spouse's following death or dissolution of marriage, attained age on that rider anniversary is higher than the ALP Percentage used prior to the Step-up, then the ALP Percentage will be reset to the higher percentage, regardless of any prior withdrawals.

ALP and RALP

If the ALP is available, the ALP and RALP will be recalculated.

Asset Allocation Program

This rider requires participation in our asset allocation program. At time of application you choose an asset allocation model from any available model ranging from the conservative category to the aggressive category. There may be a limitation of available models based on the amount of the initial purchase payment we accept for your contract.

You can allocate your contract value to any available asset allocation model (1) prior to your first withdrawal and (2) following a benefit reset as described in this provision but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your asset allocation model to any available asset allocation model.

Immediately following a withdrawal your contract value will be reallocated to the Target Model shown under Contract Data if your current asset allocation model is more aggressive than the Target Model. After you have taken a withdrawal and prior to any benefit reset as described in this provision, you are in a withdrawal phase. During withdrawal phases you may request to change your asset allocation model to the Target Model or any asset allocation model that is more conservative without a benefit reset as described in this provision.

If you are in a withdrawal phase and you choose to allocate your contract value to an asset allocation model that is more aggressive than the Target Model, you will be in the accumulation phase again and your rider benefit will be reset as follows:

1. the BB will be reset to the lesser of the current BB or the contract value; and
2. if the ALP is available, the ALP and RALP will be recalculated; and

3. the PBB will be reset to the lesser of the current PBB or the contract value.

You may request to change your asset allocation model by written request on an authorized form or by another method agreed to by us. The number of elective model changes allowed per contract year is shown under Contract Data. Additionally, we reserve the right to limit the number of model changes allowed if required to comply with the written instructions of a fund.

We reserve the right to change the Target Model to an asset allocation model that is more aggressive after 30 days written notice.

We reserve the right to cancel required participation in the asset allocation program after 30 days written notice. If asset allocation models are not required, you may allocate your contract value and additional purchase payments as provided in the contract.

Contract Provision Modifications

Because of the addition of this rider to your contract, several contract provisions are modified as described throughout this rider, including the following.

Payment Limits Provision

We reserve the right to restrict cumulative subsequent purchase payments to an amount less than The Maximum Total RVS Variable Annuity Purchase Payment Per Annuitant Life, shown under Contract Data.

Allocation of Purchase Payments

Because this rider requires participation in our asset allocation program, allocation of purchase payments shall be determined by your asset allocation model.

Transfers of Contract Values Provision

Because this rider requires participation in our asset allocation program, transfer privileges granted under the contract are suspended other than: (1) transfers among the available asset allocation models as described above, provided such transfers are not determined to disadvantage other contract owners, (2) transfers necessary to adjust contract value allocations to match the allocation percentages utilized in your asset allocation model, or (3) transfers as otherwise agreed to by us.

Rules for Withdrawal Provision

Minimum account values following a withdrawal no longer apply to your contract.

For withdrawals, the withdrawal will be made from your accounts and subaccounts in the same proportion as your interest in each bears to the contract value. You cannot specify from which accounts the withdrawal is to be made.

If the contract value falls to zero and the BB is greater than zero, the following will occur:

1. If the ALP is unavailable, and if the contract value is reduced to zero as a result of fees or charges; then the owner must wait until the rider anniversary following the date the younger Covered Spouse reaches the youngest ALPAA and receive the ALP annually until the death of both Covered Spouses.
2. If the ALP is available, and if the contract value is reduced to zero as a result of fees or charges, or as a result of a withdrawal that is less than or equal to the RALP; then the owner will receive the remaining schedule of ALPs paid annually until the death of both Covered Spouses.

In (1) and (2) above:

- These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequently than annually.
- We will no longer accept subsequent purchase payments.
- No more charges will be collected for the rider.

- The ALP will be paid annually until the death of the last surviving Covered Spouse. Following the death of both Covered Spouses, the death benefit becomes the remaining schedule of ALPs, if any, until total payments to the owner and the beneficiary are equal to the PBB at the time the contract value falls to zero.

If the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP or as a result of a withdrawal that is made when the ALP is unavailable, then this rider and the contract will terminate.

Death Benefit Before Annuitization

If the death benefit becomes payable at the death of a Covered Spouse, the surviving Covered Spouse must utilize the spousal continuation provision to continue the joint benefit. If spousal continuation is not available under the terms of the contract, the rider terminates. The lifetime benefit of this rider ends at the death of the last surviving Covered Spouse.

If a death benefit becomes payable, the beneficiary may: (1) elect to take the death benefit under the terms of the contract, (2) elect to take the principal back guarantee available under this rider, or (3) continue the contract under the Spouse's Option to Continue Contract provision.

If the beneficiary elects the principal back guarantee under this rider, the following will occur:

1. If the PBB is greater than zero and the ALP is available, the remaining schedule of ALPs will be paid until total payments to the beneficiary are equal to the PBB.
2. If the PBB is greater than zero and the ALP is not available, the BB multiplied by the ALP Percentage for the youngest ALPAA shown under Contract Data will be paid annually until total payments to the beneficiary are equal to the PBB.
3. If the last surviving Covered Spouse dies and the PBB equals zero, the benefit terminates. No further payments are made.

Spouse's Option to Continue Contract

If the surviving spouse is a Covered Spouse and chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract, and the CB, PBB, and BB will not change. The ALP Percentage may change as follows:
 - (A) If the ALP is available and a withdrawal has been made since the ALP was last made available, the ALP, RALP and ALP Percentage will not change.

- (B) If the ALP is available and no withdrawal has been made since the ALP was last made available, the ALP Percentage will be reset to the ALP Percentage shown under Contract Data for the surviving Covered Spouse's attained age. The ALP and RALP will then be recalculated.

- (C) If the ALP is unavailable but the surviving Covered Spouse has reached the youngest ALPAA as of the date of the continuation, the ALP becomes available on the date of continuation and the ALP Percentage used is shown under Contract Data for the surviving Covered Spouse's attained age on the date of continuation.

2. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
3. At the time of spousal continuation, a Step-up may be available. All Annual Step-up rules also apply to the spousal continuation Step-up except the ALP Percentage used is based on the surviving Covered Spouse's attained age on the date of the Step-up. If the spousal continuation Step-up is processed automatically, the Step-up date is the valuation date spousal continuation is effective. If not, the Step-up date is the valuation date we receive the spouse's written request to Step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

Change of Ownership

Because the joint life benefit requires that the surviving Covered Spouse continue the contract under the "Spouse's Option to Continue Contract" provision, only ownership arrangements that permit such continuation are allowed at rider issue.

If the owner is a natural person, only the Covered Spouses or a revocable trust can be owners. If there is a non-natural owner or a revocable trust, one of the Covered Spouses must be the annuitant. The only ownership changes allowed are between the Covered Spouses or other ownership arrangements that allow for continuation by a Covered Spouse. No other ownership changes are allowed as long as the rider is in force. We reserve the right to require our approval of any ownership changes, subject to state law restrictions.

Assignment

We reserve the right to require our approval of any assignments, subject to state law restrictions.

Annual Rider Charge

We deduct the fee for this rider once a year from your contract value on your contract anniversary. We prorate this fee among your accounts and subaccounts in the same proportion your interest in each account bears to your total contract value.

The fee is calculated on your contract anniversary by multiplying the Annual Rider Charge by the lesser of:

1. the maximum BB shown under Contract Data, or
2. the greater of the anniversary contract value or the BB.

The Annual Rider Charge may vary with your asset allocation model and is subject to the Maximum Annual Rider Charge shown under Contract Data.

The Initial Annual Rider Charge associated with your initial asset allocation model is shown under Contract Data. This charge may increase if:

1. you elect to change your asset allocation model and the Annual Rider Charge for the new asset allocation model is higher; or
2. you elect the Annual Step-up or spousal continuation Step-up.

The new charge will be the charge in effect on the valuation date we receive your written request to change your asset allocation model or Step-up if we receive your request before the close of business on that day, otherwise the charge in effect on the next valuation date.

There is no increase in the Annual Rider Charge for automatic Annual Step-ups, automatic spousal continuation Step-ups, or for any required reallocation of your contract value to the Target Model following a withdrawal.

If the rider charge changes during a contract year, we will calculate an average rider charge, for that contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each charge was in effect.

If your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of calendar days coverage was in place during the contract year. Death benefits payable to the beneficiary will be reduced by the prorated rider charge.

Termination of the Rider

This rider cannot be terminated either by you or us except as follows:

1. After the death benefit is payable, continuation of the contract by any one other than a Covered Spouse will terminate the rider.
2. Annuitization of the contract under an annuity payment plan will terminate the rider.
3. A withdrawal subject to excess withdrawal processing that reduces the contract value to zero will terminate the rider.

4. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

[]

Secretary

2.

Guaranteed Lifetime Withdrawal Benefit Rider Single Life

1. [SecureSource StagesSM Rider]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract. **This rider cannot be terminated either by you or us except as provided in the Termination of the Rider provision.**

This rider requires participation in our asset allocation program. Your Initial Asset Allocation Model is shown under Contract Data. Limitations may be imposed on the asset allocation models available for selection as described in the Asset Allocation Program provision.

The additional charge for this rider is described in the Annual Rider Charge provision.

Definitions

ALP Benefit Base (BB)

The ALP Benefit Base is used in the calculation of the Annual Lifetime Payment and the annual rider charge. The BB cannot be withdrawn or annuitized.

ALP Credit Base (CB)

The ALP Credit Base is used in the calculation of the Rider Credit. The CB cannot be withdrawn or annuitized.

Annual Lifetime Payment (ALP)

Under the terms of this rider, the Annual Lifetime Payment (ALP) is the lifetime benefit amount that can be withdrawn each contract year until death or termination of the rider. The ALP may not be available under certain circumstances as described in the Annual Lifetime Payment provision.

Annual Lifetime Payment Attained Age (ALPAA)

The Annual Lifetime Payment Attained Ages are shown under Contract Data. The youngest age shown is the earliest age at which the Annual Lifetime Payment is available. The ALPAA is also used in determining which percentage will be used to calculate the Annual Lifetime Payment.

Annual Lifetime Payment Percentage (ALP Percentage)

ALP Percentages, shown under Contract Data, are used in the calculation of the Annual Lifetime Payment. The ALP Percentage used can change as described in the ALP Percentage provision.

Annual Step-up

The Annual Step-up is an increase in the BB and a possible increase in the ALP Percentage that is available each rider Anniversary if your contract value increases, subject to certain conditions as described in the Annual Step-up provision.

Attained Age

Attained age means the Covered Person's age as of his/her latest birthday.

Contract Date, Contract Anniversary, Rider Anniversary

Your contract date is shown under Contract Data. It is the date from which contract anniversaries, contract years, and contract months are determined. Your contract anniversary is the same day and month as the contract date each year that the contract remains in force. Your rider anniversary is the same date as your contract anniversary unless the rider is issued after the contract date. It is the same day and month as the rider effective date each year that the rider remains in force.

Covered Person

The Covered Person is the person whose life is used to determine whether or not the Annual Lifetime Payment (ALP) is available and the duration of the ALP payments. The Covered Person is the oldest of the owners and annuitants unless otherwise specified under Contract Data. The Covered Person may change if there is a spousal continuation. If an owner is a non-natural person or a revocable trust, the Covered Person is the oldest annuitant.

Excess Withdrawal Processing

Benefits under this rider are reset if withdrawals are made when the Annual Lifetime Payment is unavailable or if a withdrawal exceeds the Remaining Annual Lifetime Payment.

Principal Back Base (PBB)

The Principal Back Base is used in the calculation of the principal back guarantee available under this rider. The PBB cannot be withdrawn or annuitized.

Remaining Annual Lifetime Payment (RALP)

As you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. Whenever the ALP is available, the Remaining Annual Lifetime Payment (RALP) is the guaranteed amount that can be withdrawn during the remainder of the current contract year. Withdrawing more than the RALP will subject the benefits under this rider to excess withdrawal processing. When determining if a withdrawal will result in excess withdrawal processing, we use the RALP amount on the date of (but prior to) the current withdrawal.

Rider Credit

The Rider Credit is an amount that can be added to the ALP Benefit Base on all Rider Credit Dates as long as no withdrawals have been taken since the rider

effective date. The Rider Credit will also be discontinued if the Covered Person changes at spousal continuation or if the contract value falls to zero.

Rider Credit Date

Rider Credit Dates are the dates shown under Contract Data on which Rider Credits can be added to the ALP Benefit Base, subject to certain limitations as described in the ALP Benefit Base provision.

Rider Effective Date

This rider is effective as of the contract date of this contract unless otherwise provided.

Step-Up Date

The Step-up Date is the rider anniversary if the Annual Step-up is processed automatically. If not processed automatically, the Step-up Date is the valuation date we receive your written request to Step-up if we receive your request before the close of business on that day, otherwise the next valuation date.

Withdrawal

A withdrawal is the amount by which your contract value is reduced as a result of your withdrawal request. It may differ from the amount of your request due to any withdrawal charge and any market value adjustment.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit guarantees that, regardless of investment performance, you may take withdrawals each contract year that the ALP is available until the earlier of:

- termination of the rider or
- the death of the Covered Person.

If you make a withdrawal when the ALP is unavailable, benefits may be reduced in accordance with the excess withdrawal processing as described in the ALP Benefit Base provision, item 3.

When the ALP is available, the rider guarantees that you have the option each contract year to withdraw cumulatively an amount up to the ALP.

If your withdrawal does not exceed the RALP, you will not be assessed a withdrawal charge. If you withdraw an amount larger than the RALP, the amount in excess of the RALP will be assessed any applicable withdrawal charges, and benefits may be reduced in accordance with excess withdrawal processing as described in the ALP Benefit Base provision, item 4. You may withdraw any amount up to your entire withdrawal value, subject to excess withdrawal processing under the rider.

As long as no excess withdrawal processing takes place or no benefit resets take place due to certain changes to your asset allocation model as described in the Asset Allocation Program provision, the rider also guarantees that total withdrawals shall not cumulatively be less than purchase payments you have made. This principal back guarantee is described in the Death Benefit Before Annuitization provision.

Subject to conditions and limitations in each referenced provision below, certain values used to compute amounts available for withdrawal under the

terms of this rider can be increased under the following situations:

1. Your contract value has increased at specified intervals. (See "Annual Step-Up.")
2. Prior to your first withdrawal, a rider credit can increase the ALP Benefit Base, on any Rider Credit Dates. (See "ALP Benefit Base.")
3. Your ALP Percentage can increase if the Covered Person's attained age on a rider anniversary is associated with a higher ALP Percentage as shown under Contract Data. (See "ALP Percentage.")

We may modify the charge for this rider if you elect the Annual Step-up or if you elect to change your asset allocation model. (See "Annual Rider Charge.")

ALP Credit Base (CB)

Your CB is determined at the following times and is subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the contract date, the CB is set equal to the initial purchase payment.

If the rider is effective on a contract anniversary date, the CB is set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider. If we receive your request after the close of business on that day, we use the contract value on the next valuation date.

2. When a subsequent purchase payment is made

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

3. When a withdrawal is made

If the CB is greater than zero, the CB will be reset to zero and will always be zero.

4. After the latest Rider Credit Date

If the CB is greater than zero, the CB will be reset to zero and will always be zero.

5. Upon spousal continuation

If the CB is greater than zero and the Covered Person changes, the CB will be reset to zero and will always be zero.

6. When the contract value falls to zero

If the CB is greater than zero, the CB will be reset to zero and will always be zero.

ALP Benefit Base (BB)

The ALP Benefit Base is determined at the following times and is subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the contract date, the BB is set equal to the initial purchase payment.

If the rider is effective on a contract anniversary, the BB is set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider. If we receive your request after the close of business on that day, we use the contract value on the next valuation date.

2. When a subsequent purchase payment is made

The BB will be increased by the amount of each additional purchase payment.

3. When a withdrawal is made and the ALP is unavailable

Excess withdrawal processing will occur, and the BB will be reset to the lesser of the current BB or your contract value after the withdrawal.

4. When a withdrawal is made and the ALP is available

If the withdrawal is less than or equal to the RALP, the BB does not change.

If the withdrawal is greater than the RALP, excess withdrawal processing will occur, and the BB will be reset to the lesser of the current BB or your contract value after the withdrawal.

5. On any Rider Credit Dates when the CB is greater than zero

On the first Rider Credit Date, the Rider Credit equals the ALP Credit Base 180 days following the rider effective date multiplied by the Rider Credit Percentage shown under Contract Data for the first Rider Credit Date. On any subsequent Rider Credit Date, the Rider Credit equals the ALP Credit Base as of the prior Rider Credit Date multiplied by the Rider Credit Percentage shown under Contract Data associated with the current Rider Credit Date.

On the first Rider Credit Date the BB will be set to the greater of:

(A) the current BB, and

(B) the BB 180 days following the rider effective date increased by the Rider Credit and any additional purchase payments since 180 days following the rider effective date.

On any subsequent Rider Credit Dates the BB will be set to the greater of:

(A) the current BB, and

(B) the BB on the prior Rider Credit Date increased by the Rider Credit and any additional purchase payments since the prior Rider Credit Date.

6. Upon Annual Step-up as described in the Annual Step-Up provision

7. Upon certain changes to your asset allocation model as described in the Asset Allocation Program provision

8. Upon spousal continuation as described in the Spouse's Option to Continue Contract provision

Principal Back Base (PBB)

The Principal Back Base is determined at the following times and is subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the contract date, the PBB is set equal to the initial purchase payment.

If the rider is effective on a contract anniversary, the PBB is set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider. If we receive your request after the close of business on that day, we use the contract value on the next valuation date.

2. When a subsequent purchase payment is made

The PBB will be increased by the amount of each additional purchase payment.

3. When a withdrawal is made and the ALP is unavailable

Excess withdrawal processing will occur, and the PBB will be reset to the lesser of:

- the current PBB reduced by the amount of the withdrawal and
- your contract value after the withdrawal.

4. When a withdrawal is made and the ALP is available

If the withdrawal is less than or equal to the RALP, the PBB is reduced by the amount of the withdrawal.

If the withdrawal is greater than the RALP, excess withdrawal processing will occur, and the PBB will be reset to the lesser of:

- the current PBB reduced by the amount of the withdrawal or
- your contract value after the withdrawal.

5. Upon certain changes to your asset allocation model as described in the Asset Allocation Program provision

6. Upon spousal continuation as described in the Spouse's Option to Continue Contract provision

Annual Lifetime Payment Percentage (ALP Percentage)

The ALP Percentage used in calculating the ALP is determined at the following times:

- 1. When the ALP becomes available**
The ALP Percentage used is the percentage shown under Contract Data for the Covered Person's attained age.
- 2. On each subsequent contract anniversary**
If no withdrawal has been made since the ALP was last made available, and if the ALP Percentage shown under Contract Data for the Covered Person's attained age is higher; then the ALP Percentage will be reset to the higher percentage.
- 3. Upon Annual Step-ups as described in the Annual Step-Up provision**
- 4. Upon spousal continuation as described in the Spouse's Option to Continue Contract provision**

The ALP Percentage will not change at other times.

Annual Lifetime Payment (ALP)

The ALP is available on (1) the rider effective date if the Covered Person has reached the youngest ALPAA, or (2) the rider anniversary on or following the date the Covered Person's attained age equals the youngest ALPAA. The ALP is unavailable (1) prior to the rider anniversary on or following the date the Covered Person's attained age equals the youngest ALPAA or (2) after a Covered Person change due to spousal continuation if the redetermined Covered Person is younger than the youngest ALPAA.

While the ALP is available, the ALP is equal to the current BB multiplied by the ALP Percentage. Any time the ALP Percentage or the BB changes, the ALP will be recalculated.

If you withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is made available at the same time as the ALP.

The RALP equals the ALP less all withdrawals in the current contract year, but will not be less than zero.

Required Minimum Distributions

The portion of the RMD that exceeds the ALP will not be subject to excess withdrawal processing provided:

1. the ALP is available,
2. you are taking required minimum distributions (RMD) from this contract,
3. the RMD is greater than the ALP,
4. the RMD is for this contract alone,
5. the RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
6. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the effective date of this rider.

Any withdrawals made when the ALP is unavailable or withdrawing amounts greater than the ALP that do not meet these conditions will result in excess withdrawal processing.

Annual Step-Up

Beginning with the first rider anniversary, an Annual Step-up may be available.

The Annual Step-up will be effective on the Step-up Date. Only one Annual Step-up will be allowed each contract year.

The Annual Step-up is available on any rider anniversary where the contract value is greater than the BB after any Rider Credit is added.

- If the annual rider charge would not increase as a result of the Annual Step-up, we will process the Annual Step-up automatically on the rider anniversary.
- If the Annual Step-up would result in an increase of the annual rider charge, we do not process the Annual Step-up automatically and you will be notified. If the contract value is greater than the current BB, you then have the option to elect the Annual Step-up anytime within the 30 days following that rider anniversary. Your annual rider charge will increase for a BB Step-up or for an

ALP Percentage Step-up. (See Annual Rider Charge provision.)

If the Annual Step-up is processed the rider benefits will be adjusted as follows:

BB Step-up

Subject to the maximum BB shown under Contract Data, the BB will be increased to the contract value on the Step-up Date.

ALP Percentage Step-up

If the ALP Percentage shown under Contract Data for the Covered Person's attained age on that rider anniversary is higher than the ALP Percentage used prior to the Step-up, then the ALP Percentage will be reset to the higher percentage, regardless of any prior withdrawals.

ALP and RALP

If the ALP is available, the ALP and RALP will be recalculated.

Asset Allocation Program

This rider requires participation in our asset allocation program. At time of application you choose an asset allocation model from any available model ranging from the conservative category to the aggressive category. There may be a limitation of available models based on the amount of the initial purchase payment we accept for your contract.

You can allocate your contract value to any available asset allocation model (1) prior to your first withdrawal and (2) following a benefit reset as described in this provision but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your asset allocation model to any available asset allocation model.

Immediately following a withdrawal your contract value will be reallocated to the Target Model shown under Contract Data if your current asset allocation model is more aggressive than the Target Model. After you have taken a withdrawal and prior to any benefit reset as described in this provision, you are in a withdrawal phase. During withdrawal phases you may request to change your asset allocation model to the Target Model or any asset allocation model that is more conservative without a benefit reset as described in this provision.

If you are in a withdrawal phase and you choose to allocate your contract value to an asset allocation

model that is more aggressive than the Target Model, you will be in the accumulation phase again and your rider benefit will be reset as follows:

1. the BB will be reset to the lesser of the current BB or the contract value; and
2. if the ALP is available, the ALP and RALP will be recalculated; and
3. the PBB will be reset to the lesser of the current PBB or the contract value.

You may request to change your asset allocation model by written request on an authorized form or by another method agreed to by us. The number of elective model changes allowed per contract year is shown under Contract Data. Additionally, we reserve the right to limit the number of model changes allowed if required to comply with the written instructions of a fund.

We reserve the right to change the Target Model to an asset allocation model that is more aggressive after 30 days written notice.

We reserve the right to cancel required participation in the asset allocation program after 30 days written notice. If asset allocation models are not required, you may allocate your contract value and additional purchase payments as provided in the contract.

Contract Provision Modifications

Because of the addition of this rider to your contract, several contract provisions are modified as described throughout this rider, including the following.

Payment Limits Provision

We reserve the right to restrict cumulative subsequent purchase payments to an amount less than The Maximum Total RVS Variable Annuity Purchase Payment Per Annuitant Life, shown under Contract Data.

Allocation of Purchase Payments

Because this rider requires participation in our asset allocation program, allocation of purchase payments shall be determined by your asset allocation model.

Transfers of Contract Values Provision

Because this rider requires participation in our asset allocation program, transfer privileges granted under the contract are suspended other than: (1) transfers among the available asset allocation models as described above, provided such transfers are not determined to disadvantage other contract owners, (2) transfers necessary to adjust contract value allocations to match the allocation percentages utilized in your asset allocation model, or (3) transfers as otherwise agreed to by us.

Rules for Withdrawal Provision

Minimum account values following a withdrawal no longer apply to your contract.

For withdrawals, the withdrawal will be made from your accounts and subaccounts in the same proportion as your interest in each bears to the contract value. You cannot specify from which accounts the withdrawal is to be made.

If the contract value falls to zero and the BB is greater than zero, the following will occur:

1. If the ALP is unavailable, and if the contract value is reduced to zero as a result of fees or charges; then the owner must wait until the rider anniversary following the date the Covered Person reaches the youngest ALPAA and receive the ALP annually until the death of the Covered Person.
2. If the ALP is available, and if the contract value is reduced to zero as a result of fees or charges, or as a result of a withdrawal that is less than or equal to the RALP; then the owner will receive the remaining schedule of ALPs paid annually until the death of the Covered Person.

In (1) and (2) above:

- These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequently than annually.
- We will no longer accept subsequent purchase payments.
- No more charges will be collected for the rider.
- The death benefit becomes the remaining schedule of ALPs, if any, until total payments to the owner and the beneficiary are equal to the PBB at the time the contract value falls to zero.

If the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP or as a result of a withdrawal that is made when the ALP is unavailable, then this rider and the contract will terminate.

Death Benefit Before Annuitization

If a death benefit becomes payable, the beneficiary may: (1) elect to take the death benefit under the terms of the contract, (2) elect to take the principal back guarantee available under this rider, or (3) continue the contract under the Spouse's Option to Continue Contract provision.

If the beneficiary elects the principal back guarantee under this rider, the following will occur:

1. If the PBB is greater than zero and the ALP is available, the remaining schedule of ALPs will be paid until total payments to the beneficiary are equal to the PBB.
2. If the PBB is greater than zero and the ALP is not available, the BB multiplied by the ALP Percentage used for the youngest ALPAA shown under Contract Data will be paid annually until total payments to the beneficiary are equal to the PBB.
3. If the Covered Person dies and the PBB equals zero, the benefit terminates. No further payments are made.

Spouse's Option to Continue Contract

If a surviving spouse chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract.
2. If the Covered Person does not change upon spousal continuation, the rider benefits will not change.

3. If the Covered Person does change upon spousal continuation, the redetermined Covered Person is the Covered Person referred to below. Your rider benefit will be reset as follows:
 - (A) If the CB is greater than zero, the CB will be reset to zero and will always be zero.
 - (B) The PBB will be reset to the lesser of the current PBB or the contract value.
 - (C) The BB will be reset to the lesser of the current BB or the contract value.
 - (D) The ALP Percentage will be reset to the ALP Percentage shown under Contract Data for the Covered Person's attained age if the Covered Person has reached the youngest ALPAA. On each subsequent contract anniversary, if no withdrawal has been made since the later of the spousal continuation date and the date the ALP was last made available, and if the ALP Percentage for the Covered Person's attained age is higher, then the ALP Percentage will be reset to the higher percentage on that anniversary.

The ALP Percentage will be reset to zero if the Covered Person has not reached the youngest ALPAA.

If the Covered Person has reached the youngest ALPAA as of the date of the continuation, the ALP and RALP will be available.

If the Covered Person has not reached the youngest ALPAA as of the date of the continuation, the ALP and RALP will not be

available until the rider anniversary following the date the Covered Person reaches the youngest ALPAA. The ALP Percentage for the youngest ALPAA will be used to calculate the ALP benefit at that time.

4. At the time of spousal continuation, a Step-up may be available. All Annual Step-up rules also apply to the spousal continuation Step-up except the ALP Percentage used is based on the redetermined Covered Person's attained age on the date of the Step-up. If the spousal continuation Step-up is processed automatically, the Step-up date is the valuation date spousal continuation is effective. If not, the Step-up date is the valuation date we receive the spouse's written request to Step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

Change of Ownership

We reserve the right to require our approval of any ownership changes, subject to state law restrictions. If there is a change of ownership and the Covered Person remains the same, the rider continues with no change to any of the rider benefits. If there is a change of ownership and the Covered Person would be different, the rider terminates.

Assignment

We reserve the right to require our approval of any assignments, subject to state law restrictions.

Annual Rider Charge

We deduct the fee for this rider once a year from your contract value on your contract anniversary. We prorate this fee among your accounts and subaccounts in the same proportion your interest in each account bears to your total contract value.

The fee is calculated on your contract anniversary by multiplying the Annual Rider Charge by the lesser of:

1. the maximum BB shown under Contract Data, or
2. the greater of the anniversary contract value or the BB.

The Annual Rider Charge may vary with your asset allocation model and is subject to the Maximum Annual Rider Charge shown under Contract Data.

The Initial Annual Rider Charge associated with your initial asset allocation model is shown under Contract Data. This charge may increase if:

1. you elect to change your asset allocation model and the Annual Rider Charge for the new asset allocation model is higher; or
2. you elect the Annual Step-up or spousal continuation Step-up.

The new charge will be the charge in effect on the valuation date we receive your written request to change your asset allocation model or Step-up if we receive your request before the close of business on that day, otherwise the charge in effect on the next valuation date.

There is no increase in the Annual Rider Charge for automatic Annual Step-ups, automatic spousal continuation Step-ups, or for any required reallocation of your contract value to the Target Model following a withdrawal.

If the rider charge changes during a contract year, we will calculate an average rider charge, for that contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each charge was in effect.

If your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of calendar days coverage was in place during the contract year. Death benefits payable to the beneficiary will be reduced by the prorated rider charge.

Termination of the Rider

This rider cannot be terminated either by you or us except as follows:

1. After the death benefit is payable, continuation of the contract by any one other than your spouse will terminate the rider.
2. A change of ownership that would result in a different Covered Person will terminate the rider.
3. Annuitization of the contract under an annuity payment plan will terminate the rider.

4. A withdrawal subject to excess withdrawal processing that reduces the contract value to zero will terminate the rider.
5. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

[]

2.

Secretary

Guaranteed Lifetime Withdrawal Benefit Rider [SecureSource StagesSM Rider] 4.
 Covered Spouses [John Q. Doe] 5.
 [Mary Q. Doe] 5.
 Rider Effective Date [June 1, 2008] 5.
 Initial Annual Rider Charge [1.05%] 7.
 Maximum Annual Rider Charge [1.75%] 9.
 Maximum BB, CB and PBB [\$10,000,000] 10.

	Rider Credit Dates	Rider Credit Percentage	
13.	[1 st Rider Anniversary	[6%	12.
	2 nd Rider Anniversary	6%	
	3 rd Rider Anniversary	6%	
	4 th Rider Anniversary	6%	
	5 th Rider Anniversary	6%	
	6 th Rider Anniversary	6%	
	7 th Rider Anniversary	6%	
	8 th Rider Anniversary	6%	
	9 th Rider Anniversary	6%	
	10 th Rider Anniversary]	6%]	

	Annual Lifetime Payment Attained Age	ALP Percentage	
14.	[52-58	[4%	11.
	59-64	5%	
	65-79	6%	
	80]+	7%]	

Initial Asset Allocation Model Selection [Moderately Aggressive Model] 5.
 Target Model [Moderate Model] 15.
 Number of Model Changes Allowed Per Contract Year [2] 16.

17. [Allocation Restrictions/Limitations: This rider requires participation in our Asset Allocation Program containing certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. Elective changes to asset allocation models or elective Step-ups may increase the Annual Rider Charge.]

Guaranteed Lifetime Withdrawal Benefit Rider [SecureSource StagesSM Rider] **4.**
 Covered Person [John Q. Doe] **5.**
 Rider Effective Date [June 1, 2008] **5.**
 Initial Annual Rider Charge [.85%] **6.**
 Maximum Annual Rider Charge [1.50%] **8.**
 Maximum BB, CB and PBB [\$10,000,000] **10.**

	Rider Credit Dates	Rider Credit Percentage	
13.	[1 st Rider Anniversary	[6%	12.
	2 nd Rider Anniversary	6%	
	3 rd Rider Anniversary	6%	
	4 th Rider Anniversary	6%	
	5 th Rider Anniversary	6%	
	6 th Rider Anniversary	6%	
	7 th Rider Anniversary	6%	
	8 th Rider Anniversary	6%	
	9 th Rider Anniversary	6%	
	10 th Rider Anniversary]	6%]	

	Annual Lifetime Payment Attained Age	ALP Percentage	
14.	[52-58	[4%	11.
	59-64	5%	
	65-79	6%	
	80]+	7%]	

Initial Asset Allocation Model Selection [Moderately Aggressive Model] **5.**
 Target Model [Moderate Model] **15.**
 Number of Model Changes Allowed Per Contract Year [2] **16.**

17. [Allocation Restrictions/Limitations: This rider requires participation in our Asset Allocation Program containing certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. Elective changes to asset allocation models or elective Step-ups may increase the Annual Rider Charge.]

RiverSource Life Insurance Company
Statement of Variability
July 28, 2008

Rider Forms 275061-SG, 275061-JT
Specification Page Paragraph Insert Forms DP275061-SG, DP275061-JT

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below. We also plan to vary the typestyle, paper, weight and ink color to accommodate future generations of the form. However, any adaptation we make will always meet or exceed the requirements of the laws of your state.

Rider Forms:

1. The rider marketing name is bracketed to indicate that the name may change.
2. The officer signature is bracketed to indicate that the name may change.
3. The bottom right corners are bracketed for use for internal administrative information.

Specification Page Forms:

One of these will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues.

4. The rider marketing name is bracketed to indicate that the name may change.
5. 'John Doe' customer information is bracketed.

		Anticipated value	Range of possible values
6.	Initial Annual Rider Charge-Single Life	.85%	.10%-3.0%
7.	Initial Annual Rider Charge-Joint Life	1.05%	.10%-3.0%
8.	Maximum Annual Rider Charge-Single Life	1.50%	.10%-3.0%
9.	Maximum Annual Rider Charge-Joint Life	1.75%	.10%-3.0%
10.	Maximum BB, CB and PBB	\$10,000,000	\$1,000,000 - \$20,000,000
11.	ALP Percentage	4%, 5%, 6%, 7%	3%-15%
12.	Rider Credit Percentage	6%	1% to 50%
13.	Rider Credit Date	1 st through 10 th rider anniversaries	Any dates or combination of dates between the first and 15th Rider Anniversary
14.	ALP Attained Age	Four bands ranging from 52-80	1 to 6 bands ranging from 45 – 85
15.	Target Model	Moderate	Any available model that the company offers. Models range from conservative to aggressive.
16.	Number of Model Changes Allowed Per Contract Year	2	1-5

17. The "Allocation Restrictions/Limitations" paragraph is bracketed to indicate that if the restriction does not apply, this paragraph will not appear on the specification page form.