

<i>SERFF Tracking Number:</i>	<i>NWFA-125793217</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nationwide Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40150</i>
<i>Company Tracking Number:</i>	<i>APO-1213 GA-P [1234]</i>		
<i>TOI:</i>	<i>A05G Group Annuities - Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Single Premium Group Annuity</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: Single Premium Group Annuity SERFF Tr Num: NWFA-125793217 State: ArkansasLH

TOI: A05G Group Annuities - Immediate Non-Variable SERFF Status: Closed State Tr Num: 40150

Sub-TOI: A05.000 Annuities - Immediate Non-variable Co Tr Num: APO-1213 GA-P [1234] State Status: Approved-Closed

Filing Type: Form

Co Status: Pending

Reviewer(s): Linda Bird

Authors: Todd Beshara, Grace Holland, LaToyia Martin, Leonja Merritt, Darcy Spangler, Natalie Walden

Disposition Date: 09/12/2008

Date Submitted: 09/03/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Concurrently being filed in Nationwide's state of domicile, Ohio.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 09/12/2008

State Status Changed: 09/12/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Single Premium Group Annuity (Terminal Funding) Contract Filing

SERFF Tracking Number: NWFA-125793217 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number: 40150
Company Tracking Number: APO-1213 GA-P [1234]
TOI: A05G Group Annuities - Immediate Non- Variable Sub-TOI: A05.000 Annuities - Immediate Non-variable
Product Name: Single Premium Group Annuity
Project Name/Number: /

Contract: APO-1213 GA-P [1234]

Application: APO-1213-2

Certificates: APO-1992.1 Straight Life Annuity

APO-1993.1 Life Annuity – Period Certain

APO-1995.1 Joint and Survivor Annuity

APO-1213 GA-P [2345] Deferred

Amendment: IAD-0101AO

Nationwide Life Insurance Company ("Nationwide") is filing the above referenced forms for approval by the Department of Insurance (the "Department"). Nationwide will issue these forms to Plan fiduciaries upon approval by the Department.

Description of the Contract

Contract Form APO-1213 GA-P [1234] (the "Contract") is new and does not replace any other contract previously approved for use by the Department. The Contract is a non-participating single premium group annuity contract designed to provide guaranteed fixed annuity benefits payable to the annuitants under the plan on either an immediate or deferred basis.

The Contract is issued in return for a single consideration from the plan sponsor which will fund the entire agreement. No additional contributions by employees or members are required. Records for the annuitants will be provided by the plan sponsor and will be maintained by Nationwide for the life of the plan.

Description of the Application

Application Form APO-1213-2 will be used in conjunction with the Contract and certificates and is included in this filing for the Department's review and approval.

Description of the Certificates

The certification forms referenced above will be issued to the annuitants. Each certification describes the Annuitization

SERFF Tracking Number: NWFA-125793217 State: Arkansas
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TOI: A05G Group Annuities - Immediate Non- Variable Sub-TOI: A05.000 Annuities - Immediate Non-variable
Product Name: Single Premium Group Annuity
Project Name/Number: /

option the annuitant has chosen.

In addition, APO-1213 GA-P [2345] will be provide to each annuitant who is in the deferred status when these forms are approved by the Department. This certification describes the annuity options available under the contract that will be available to them upon Annuitization.

Description of the Amendment

The amendment, IAD-0101AO referenced above will be issued to the plan sponsor should Nationwide be notified of an addition or deletion of an annuitant referenced in the contract tables.

Bracketed Items

Contract

As with all Single Premium Group Annuity Terminal Funding agreements the contract must exactly match the contract holders current plan document. Therefore, almost every section is bracketed and includes brackets within the brackets so Nationwide has the ability to mirror each plan sponsors, specific plan.

Application

The bracketed items on the application are completed in John Doe fashion as they reflect each plan sponsors specific information.

Certificates

The certificates reflect each annuitant's specific information therefore those items are bracketed with John Doe data. In addition, the GA-P number on the deferred certificate is bracketed as it will match the contracts GA-P number.

Amendment

<i>SERFF Tracking Number:</i>	<i>NWFA-125793217</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nationwide Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40150</i>
<i>Company Tracking Number:</i>	<i>APO-1213 GA-P [1234]</i>		
<i>TOI:</i>	<i>A05G Group Annuities - Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Single Premium Group Annuity</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Nationwide officers' signature is bracketed as it may change over time.

The Trustee/Plan Sponsor is bracketed as it is specific to each contract issued.

Entity's Name is bracketed as it is specific to each contract issued.

Other Information

Nationwide certifies that, to the best of its knowledge and belief, the forms submitted comply with all of the laws and regulations of your state.

Nationwide's printers use various fonts and layouts; therefore, Nationwide reserves the right to format the pages of these forms to conform to the printer's requirements. No change in language will occur, only a possible page break or page renumbering.

Company and Contact

Filing Contact Information

Natalie Walden, Specialist, Corporate Compliance	waldenn@nationwide.com
PO Box 182455	(800) 691-0023 [Phone]
Columbus, OH 43272-8921	(614) 249-2112[FAX]

Filing Company Information

Nationwide Life Insurance Company	CoCode: 66869	State of Domicile: Ohio
PO Box 182455	Group Code: 140	Company Type:
1-33-102		
Columbus, OH 43272-8921	Group Name:	State ID Number:
(800) 691-0023 ext. [Phone]	FEIN Number: 31-4156830	

Filing Fees

SERFF Tracking Number: NWFA-125793217 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number: 40150
Company Tracking Number: APO-1213 GA-P [1234]
TOI: A05G Group Annuities - Immediate Non- Variable Sub-TOI: A05.000 Annuities - Immediate Non-variable
Product Name: Single Premium Group Annuity
Project Name/Number: /

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$50.00	09/03/2008	22264066

SERFF Tracking Number: NWFA-125793217 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number: 40150
Company Tracking Number: APO-1213 GA-P [1234]
TOI: A05G Group Annuities - Immediate Non- Variable Sub-TOI: A05.000 Annuities - Immediate Non-variable
Product Name: Single Premium Group Annuity
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	09/12/2008	09/12/2008

SERFF Tracking Number: NWFA-125793217 State: Arkansas
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 Product Name: Single Premium Group Annuity
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Group Annuity Contract		Yes
Form	Application		Yes
Form	Straight Life Annuity		Yes
Form	Life Annuity -- Period Certain		Yes
Form	Period Certain Annuity		Yes
Form	Life Annuity		Yes
Form	Deferred Annuity		Yes
Form	Amendment		Yes

SERFF Tracking Number: NWFA-125793217 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 40150
 Company Tracking Number: APO-1213 GA-P [1234]
 TOI: A05G Group Annuities - Immediate Non-Variable Sub-TOI: A05.000 Annuities - Immediate Non-variable
 Product Name: Single Premium Group Annuity
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Form Schedule

Lead Form Number: APO-1213 GA-P [1234]

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	APO-1213 GA-P[1234]	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Group Annuity Contract	Initial		0	APO-1213 GA-P [1234].pdf
	APO-1213-2	Application/ Enrollment Form	Application	Initial		0	APO-1213-2.pdf
	APO-1992.1	Certificate	Straight Life Annuity	Initial		0	1992.1.pdf
	APO-1993.1	Certificate	Life Annuity -- Period Certain	Initial		0	1993.1.pdf
	APO-1994.1	Certificate	Period Certain Annuity	Initial		0	1994.1.pdf
	APO-1995.1	Certificate	Life Annuity	Initial		0	1995.1.pdf
	APO-1213 GA-P [2345]	Certificate	Deferred Annuity	Initial		0	Deferred.pdf
	IAD-0101AO	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Amendment	Initial		0	Table A Amend.pdf

NATIONWIDE LIFE INSURANCE COMPANY

Home Office
One Nationwide Plaza
Columbus, Ohio 43215
1-800-634-5222

In consideration of the Application for this Contract made by

[Retirement Plan for Employees of ABC Company]
(The Contractholder)

and of payments by the Contractholder of the sum described in the Contract, Nationwide Life Insurance Company ("the Company") agrees to pay, in accordance with and subject to the terms and conditions of this Contract, the benefits set forth herein with respect to each annuitant.

Effective date of the Contract: [September 1, 2008]

Jurisdiction: [Your State]

In witness whereof the Company has caused this Contract to be executed and duly attested on the Effective Date shown above.



President



Secretary

Attest: _____]

GROUP ANNUITY CONTRACT NO. GA-P [XXXX]
SINGLE CONSIDERATION
FIXED DOLLAR ANNUITIES ONLY

[NON-PARTICIPATING or PARTICIPATING] [QUALIFIED or NON-QUALIFIED]

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APPLICATION FOR AND ACCEPTANCE OF GROUP ANNUITY CONTRACT

ARTICLE I – DEFINITIONS

- 1.1 **Actuarial Equivalence** – based on the [1951 Group Annuity Mortality Male Table with 1 year setback for males and 6 years setback for females with 2.5% interest].
- 1.2 **Annuitant** - any individual whose name appears in Table(s) [A or B].
- 1.3 **Annuity** - A benefit in the form of a series of payments provided under this Contract.
- 1.4 **Annuity Commencement Date** - for all Annuitants whose name appears in Table [A] the Annuity Commencement Date with the Company is [September 1, 2008].

AND/OR

[For Annuitants whose name appears in Table [B], the [first] day of the month coinciding with, or next following the later of the date specified in the Annuitant's election and the date such election is received by the Company. This date can be the [Normal Commencement Date] [or] [prior to the Normal Commencement Date,][or][after the Normal Commencement Date] but no earlier than [September 1, 2008]].

- 1.5 **Annuity Payment** - one payment of the series of payments comprising an Annuity.
- 1.6 **[Beneficiary** - an individual designated by an Annuitant, subject to Beneficiary Section of this Contract, to receive the benefit payable following the death of the Annuitant.]
- 1.7 **[Benefit Change Date** - for Annuitants listed in Table [B] who elect to receive Annuity Payments on the Social Security Leveling form only, the first day of the period following the Annuitant's [62] birthday. This is the date the Annuity Payments on the Temporary life form will cease.]
- 1.8 **Contractholder** - the applicant of this Contract or any successor.
- 1.9 **Home Office** - the main office of the Company, located in Columbus, Ohio.
- 1.10 **Normal Commencement Date** -the date deferred annuitant's referenced in Table [B] can begin receiving Annuity Payments.
- 1.11 **Survivor Annuitant** - a Beneficiary entitled under a form of Annuity to receive Annuity Payments following the death of the Annuitant. [If the Annuitant is married, the Survivor Annuitant is the Annuitant's spouse, unless otherwise agreed to in writing by the spouse.] [The Survivor can be someone other than a spouse.] An Annuitant may not change a Survivor Annuitant previously designated, after the Annuity Commencement Date.

ARTICLE II - AMOUNTS OF ANNUITY

2.1 Purpose Of Contract

In Consideration of the sum of the [\$7,550,000] paid by the Contractholder to the Company at its Home Office, the Company will provide an Annuity for the Annuitants. The amounts and forms of the Annuities and the Annuity Commencement Date will be subject to the provisions of the Contract. [Due to the death] [Due to the elimination] of [an] Annuitant[s] before the Effective Date of the Contract, a consideration of [\$40,864.38] was refunded by the Company to the Contractholder.]

2.2 Annuity Payable At The Normal Commencement Date

The Company will provide for each Annuitant listed in Table [A] an Annuity payable in the amount indicated therein, beginning on the [Normal] Annuity Commencement Date.

[The Company will provide for each Annuitant listed in Table (s) [B, C, D] an Annuity beginning after the Normal Commencement Date, [provided the Annuitant has terminated employment with the Contractholder. The Annuitant must submit a written election on a form satisfactory to the Company at its Home Office.]

[Unless otherwise elected, the Company will provide for each Annuitant listed in Table [B] an Annuity beginning with a payment on the Normal Commencement Date. The Annuitant must submit a written election on a form satisfactory to the Company at its Home Office.]

[2.3 Annuity Payable Before The Normal Commencement Date

In lieu of having the Annuity commence on the Normal Commencement Date, an Annuitant listed in Table [B] [who has completed [5] years of service (as determined by the Contractholder),] and [has terminated employment with the Contractholder [and] has attained age [65], may elect to have the Annuity commence prior to the Normal Commencement Date. [An Annuitant who has not completed [5] years of service, (as determined by the Contractholder), may not elect to begin receiving the Annuity prior to the Normal Commencement Date.]

OR

[The specific eligibility requirement of Annuity payable before the Normal Commencement Date as agreed to by the Company and the Contractholder will be specified in this area.]

[For the Annuitants listed in Table [B] [who completed more than [10] years of service but less than [5] years of service] (as determined by the Contractholder the amount of the Annuity Payments commencing on an earlier Annuity Commencement Date shall be equal to the Annuity Payment shown in Table(s) [B] multiplied by the appropriate percentage from Table [B].]

OR

[The Amount of Annuity payable before the Normal Commencement Date will be stated here.]

OR

[The present value of the Annuity Payments commencing on an earlier Annuity Commencement Date will be equal to the present value of the Annuity Payments commencing on the Normal Commencement Date. The present values will be calculated on the basis of the [1971] [GA-51] [UP-1984] [Male Female] [Group Individual Annuity] Mortality Table, [projected to] [] [by Scale], with [all] [no] age[s] [set-back] [or] [set-forward] [] years [for] Annuitants [and] [no] [ages] [set-back] [set-forward] [] years [for Survivor Annuitants], and []% interest [equal to the Pension Benefit Guaranty Corporation immediate annuity interest rate in effect on [] [the date of distribution] [the [] immediately preceding the date of distribution], [unless otherwise specified herein].]

**ARTICLE II - AMOUNTS OF ANNUITY
(Continued)**

2.3 Annuity Payable Before The Normal Commencement Date (Continued)

[[An] [The] Annuitant[s] [listed in Table(s) [C] [is] [are] already beyond Normal Commencement Date and] may not elect to have the Annuity commence prior to the Normal Commencement Date.]

[The Annuitants listed in Table(s) [C] did not complete [5] years of service with the Contractholder so they cannot elect to have the Annuity commence prior to the Normal Commencement Date.]

OR

[The Annuity Payments commencing on an earlier Annuity Commencement Date will be calculated on the basis of the [1951 Group Annuity Mortality Male Table with 1 year setback for males and 6 years setback for females with [2.5%] interest]].

[Participants who are eligible for benefits commencing on an earlier Annuity Commencement date will be entitled to a benefit which equals the greater of (a) or (b):

- (a). The participant's normal retirement benefit reduced by [.005] for each month that commencement precedes normal retirement
- (b). The Annuity Payments commencing on an earlier Annuity Commencement Date will be calculated using the Actuarial Equivalence of the participant's normal retirement benefit if distributed as a lump sum.]]

2.4 [Annuity Payable After The Normal Commencement Date

[The Annuitant must provide written notice to the Company at it's Home Office of an election to begin the Annuity.]

AND

[In lieu of having the Annuity commence on the Normal Commencement Date, an Annuitant listed in Table [F, G, or H], of Article V [who has terminated employment with the Contractholder] may elect to have the Annuity commence after the Normal Commencement Date.] [

[Notwithstanding the postponement of the Annuity, Annuitants must begin distribution by the April 1 following the calendar year in which the Annuitant attains age 70½.]

[The amount of Annuity Payments commencing on a later Annuity Commencement Date shall be equal to the [Monthly] Annuity Payment at Normal Commencement Date] shown in Table(s) [F] multiplied by the appropriate percentage from Table(s) [F][actuarially increased using the Actuarial Equivalence].]

OR

[The amount of Annuity Payments commencing on a later Annuity Commencement Date shall be equal to the applicable Annuity amount shown in Table [F, G, or H] of Article V, without an increase for any delay in payments and without back payments.] [In addition, a single payment will be made on the Annuity Commencement Date. This payment will be equal to all Annuity Payments on the form of Annuity elected not paid to the Annuitant between the Normal Commencement Date and the Annuity Commencement Date. [Each Annuity Payment will be equal to the amount otherwise payable to the Annuitant on the Normal Commencement Date.]]

**ARTICLE II - AMOUNTS OF ANNUITY
(Continued)**

2.5 Annuity Payable After The Normal Commencement Date (Continued)

[The present value of the Annuity Payments commencing on a later Annuity Commencement Date will be equal to the present value of the Annuity Payments commencing on the Normal Commencement Date. The present values will be calculated on the basis of the [1971] [GA-51] [UP-1984] [Male] [Female] [Group Individual Annuity] Mortality Table, [projected to [] by Scale [], with [all] [no] [ages] [set-back] [or] [set-forward] [] years] [for Annuitants] [and] [no] age[s] [set-back] [set-forward] [] years] [for Survivor Annuitants], and []% interest [equal to the Pensions Benefit Guaranty Corporation immediate annuity interest rate in effect on [] [the date of distribution] [the [] immediately preceding the date of distribution], [unless otherwise specified herein.]]

OR

[[A terminated vested Annuitant listed on Table [C] may not delay commencement beyond his normal commencement date][Late retirement is not permitted], however if a delay in the commencement date does occur, retroactive payments with interest of [2.5%] will be paid back to the annuitant's normal retirement date.]

AND

Notwithstanding any other provision in this Contract, Annuitants must begin distribution [by April 1 following the calendar year][no later than the first day of the month following the month] in which the Annuitant attains age 70 ½., [even if the Annuitant has not terminated employment with the [Contractholder] as of that date]. [There will be no increase in the amount of the Annuity Payments after that date].

[An active Annuitant as indicated on Table [B] [with an "*"]may delay commencement to the later of the month following their actual retirement date or April 1 of the year in which the Annuitant attains age 70 ½. These annuity payments are calculated on the basis of [the 1971 Group Annuity Mortality Male Table with age setback 3 years and interest of 7%.] [These Annuitants are not eligible for any interest payments due to any delay in commencement.]]

2.5 Death Benefit Before [Annuity Commencement Date]

[Any Death benefit described herein is only payable upon receipt by the Company at its Home Office of written proof of the death of the Annuitant.]

OR

[If the death of an Annuitant [listed in Table(s) []] occurs before the Annuity Commencement Date, no death benefit is payable.]

AND

[If the death of an Annuitant listed in Table [B] occurs before the Effective Date of the Contract, the Company will pay a refund to the Contractholder. [If an Annuitant is not eligible for a death benefit as outlined below,] the refund to the Contractholder will be equal to the net consideration required to provide the Annuity otherwise payable to that Annuitant. [If the Annuitant is eligible for a death benefit as outlined below, the Company will pay the [Beneficiary][Annuitant's spouse] such death benefit and the refund to the Contractholder will be equal to the difference between the net consideration required to provide the Annuity otherwise payable to the Annuitant and the net consideration required to provide the death benefit to the [Beneficiary][Annuitant's spouse].]

OR

[If the death of a married Annuitant listed in Table [B] occurs on or after the effective date of the contract but prior to the Annuity Commencement Date, the Company will pay a death benefit to the Annuitant's spouse, provided the Annuitant and the Annuitant's [spouse] [beneficiary] [had been married for at least [one year] prior to the date of the Annuitant's death]. The spouse will receive an Annuity on the Straight Life form with Annuity Payments equal to [50%] of the Annuity Payments otherwise payable to the

**ARTICLE II - AMOUNTS OF ANNUITY
(Continued)**

2.5 Death Benefit Before Annuity Commencement Date (Continued)

Annuitant on the [50%] Joint and Survivor form on the Normal Commencement Date, reduced for early receipt in accordance with the Annuity Payable Before the Normal Commencement Date Section, if applicable. The benefit will commence on the first day of the month following the Annuitant's death, but no earlier than date the Annuitant would have otherwise been first eligible for an Annuity. The Annuitant's spouse may elect to defer payment of the Annuity; however, payments cannot be deferred later than the April 1 following the calendar year in which the Annuitant would have attained age 70 ½.] [If the death of a married Annuitant [listed in Table(s) B, C, D], occurs prior to the Annuity Commencement Date, the Company may pay a death benefit to the Annuitant's [spouse] [Beneficiary], [provided the Annuitant and the Annuitant's spouse had been married for at least [one year] prior to the date of the Annuitant's death.]

OR

[If the Annuitant is listed on Table(s) [B, C, D,] and is married on the date of death, the [Beneficiary will be] [pre-retirement death benefit will be payable to] [the Annuitant's spouse], unless otherwise agreed to in writing by the spouse]. [The spouse [will] [may elect to] receive the death benefit outlined in item [a.] or [b] below, whichever is greater]. [This benefit will be]

- a. An Annuity on the Straight Life form with Annuity Payments equal to [50%] of the Annuity Payments otherwise payable to the Annuitant on the Joint and [50%] Survivor form on the Normal Commencement Date, [reduced for early receipt in accordance with Annuity Payable at the Normal Commencement Date], [if applicable]. The benefit will commence on the first day of the month following the Annuitant's death, [but no earlier than [the Annuitant's Normal Commencement Date] [date the Annuitant would have attained age [70 1/2] [otherwise been first eligible for an Annuity.]] If the benefit commences prior to the Annuitant's Normal Commencement Date, the amount of the Annuity Payments otherwise payable to the Annuitant's [spouse] [Beneficiary] will be multiplied by the appropriate percentage from Table [B] of Article V. [If the Beneficiary is [the Annuitant's spouse,] [the spouse] [the Annuitant's] spouse may elect to defer payment of the Annuity; [however, payments cannot be deferred later than [the April 1 following the calendar year] [the first day of the month] [following] [the date] [in which the Annuitant would have attained age [70 1/2], [and there will be no further increases after that date.]]]

OR

- b. An Annuity on the Straight Life form with Annuity Payments determined so that the present value of this Annuity will be equal to the present value, calculated as of the first day of the month following the Annuitant's death, of the Annuity which would have been payable to the Annuitant on the Normal Form at Normal Commencement Date had the Annuitant survived to Normal Commencement Date and retired at that time. However, if the Annuitant is beyond Normal Commencement Date on the date of death, the present value of the Annuity will be equal to the present value of the Annuity which would have been payable to the Annuitant on the Normal Form beginning on the first day of the month following the Annuitant's death. The present value of the Annuity otherwise payable to the Annuitant, and the Annuity Payment payable to the Annuitant's spouse will be calculated on the basis of the [1971 GA-51 Male Group Individual Annuity] Mortality Table, [projected to __ by Scale __,] with [all] [no] age[s] [set-back] [or] [set-forward] [__ years] [for Annuitants] [and] [no] [ages] [set-back] [set-forward] [____ years] [for Survivor Annuitants,] and [____%] interest [equal to the Pension Benefit Guaranty Corporation immediate annuity interest rate in effect on] [_____] [the date of distribution] [the [_____] immediately preceding the date of distribution,] [unless otherwise specified herein.] This Annuity will commence on the first day of the month following the Annuitant's death, [but no earlier than the [Annuitant's Normal Commencement Date] [date the Annuitant would have attained age [] [otherwise been first eligible for an Annuity.]] If the Beneficiary is [the Annuitant's spouse,] [the spouse] [the Annuitant's] spouse may elect to defer payment of the Annuity;

**ARTICLE II - AMOUNTS OF ANNUITY
(Continued)**

2.5 Death Benefit Before Annuity Commencement Date (Continued)

however, payments cannot be deferred later than [April 1 following the calendar year] [the first day of the month following the date] in which the Annuitant would have attained age 70 1/2.]

OR

- [c. An Annuity on the Straight Life form with Annuity Payments determined so that the present value of this Annuity will be equal to the death benefit amount indicated in Table(s)[____] of Article V [, accumulated at [____%] interest from the Effective Date of the Contract until the first day of the month following the Annuitant's death.] The annuity Payments payable to the Annuitant's spouse will be calculated on the basis of the [1971 GA-51[Male Group Individual Annuity] Mortality Table, [projected to [_____] by Scale __,] with [all] [no] age[s] [set-back] [or] [set-forward] [_____] years] [for Annuitants] [and] [no] age[s] [set-back] [set-forward] [_____] years] [for Survivor Annuitants] and [____%] interest equal to the Pension Benefit Guaranty Corporation immediate annuity interest rate in effect on] [_____] [the date of distribution,] [the [_____] immediately preceding the date of distribution] [unless otherwise specified herein.] This Annuity will commence on the first day of the month following the Annuitant's death [, but no earlier than [[the Annuitant'[s]] Normal Commencement Date] [date the Annuitant would have attained age [_____] [otherwise been first eligible for an Annuity.] [If the Beneficiary is [the Annuitant's spouse,] [the spouse] [The Annuitant's spouse] may elect to defer payment of the Annuity; however, payments cannot be deferred later than [[the] April 1 following the calendar year] [the first day of the month following the date in which the Annuitant would have attained age 70 1/2,] and there will be no further increases after that date.]

OR

- [d. One payment equal to the present value of the Annuity outlined in item [_____] above that is otherwise payable to the Annuitant's [spouse] [Beneficiary.] The present value of the Annuity otherwise payable to the [Beneficiary] [Annuitant's spouse] will be calculated on the basis of the [1971] [GA-51] [UP-1984] [Male] [Female] [Group Individual Annuity] Mortality Table, [projected to [_____] by Scale [__,] [with] [all] [no] [ages] [set-back] [or] [set-forward] [_____] years] [for Annuitants] [and] [no] [ages] [set-back] [set-forward] [_____] years] [for Survivor Annuitants,] and [_____] % interest [equal to the Pension Benefit Guaranty Corporation immediate annuity interest rate effect on [_____] [_____] [the date of distribution the [_____] immediately preceding the date of distribution, unless otherwise specified herein. This payment will be payable on the first day of the month following the Annuitant's death, but no earlier than [the] [Annuitant's Normal Commencement Date] [date the Annuitant would have attained age [] [otherwise been first eligible for an Annuity.] If the Beneficiary is [the Annuitant's spouse,] [the spouse] The Annuitant's spouse may elect to defer payment; however, payment cannot be deferred later than [the] [April 1 following the calendar year] [the first day of the month following the date] in which the Annuitant would have attained age 70 1/2.]

OR

- [e. One payment equal to the present value, calculated as of the first day of the month following the Annuitant's death, of the Annuity which would have been payable to the Annuitant on the Normal Form at Normal Commencement Date had the Annuitant survived to Normal Commencement Date and retired at that time. However, if the Annuitant is beyond Normal Commencement Date on the date of death, the present value of the Annuity will be equal to the present value of the Annuity which would have been payable to the Annuitant on the Normal Form beginning on the first day of the month following the Annuitant's death. The present value of the Annuity otherwise payable to the Annuitant will be calculated on the basis of the [1971 Male Group Individual Annuity] Mortality Table, [projected to [_____] by Scale [__,] [with] [all] [no] [ages] [set-back] [or] [set-forward] [_____] years] [for Annuitants] [and] [no] [ages] [set-back] [set-forward] [_____] years] [for Survivor Annuitants,] and [_____] % interest [equal to the Pension Benefit Guaranty

**ARTICLE II - AMOUNTS OF ANNUITY
(Continued)**

2.5 Death Benefit Before Annuity Commencement Date (Continued)

Corporation immediate annuity interest rate in effect on [] [the date of distribution the [_____] immediately preceding the date of distribution, unless otherwise specified herein.

This payment will be payable on the first day of the month following the Annuitant's death, but no earlier than [the] [Annuitant's Normal Commencement Date] [date the Annuitant would have attained age [_____] [otherwise been first eligible for an Annuity.] If the Beneficiary is [the Annuitant's spouse,] [the spouse] The Annuitant's spouse may elect to defer payment; however, payment cannot be deferred later than [the] [April 1 following the calendar year] [the first day of the month following the date] in which the Annuitant would have attained age 70 1/2.]

OR

- [f. One payment equal the Death Benefit amount indicated in Table(s) [_____] accumulated at [_____%] interest from the Effective Date of the Contract until the first day of the month following the Annuitant's death.] This payment is payable on the first day of the month following the Annuitant's death, but no earlier than [the Annuitant's Normal

Commencement Date] [date the Annuitant would have attained age [_____] [otherwise been first eligible for an Annuity.] If the Beneficiary is [the Annuitant's spouse,] [the spouse] [The Annuitant's spouse] may elect to defer payment of the Annuity; however, payment cannot be deferred later than [the] [April 1 following the calendar year] [the first day of the month following the date] in which the Annuitant would have attained age 70 1/2.]

OR

[If the death of a single Annuitant listed in Table [B] occurs on or after the effective date of the contract but before the Annuity Commencement Date, no pre-retirement death benefit is payable.]

OR

[If the death of a married Annuitant listed in Table [B] occurs on or after the effective date of the contract but before the Annuity Commencement Date and the Annuitant and Spouse have been married for less than one year prior to the Annuitant's death, no pre-retirement death benefit is payable.]

[If an Annuitant listed in Table(s) [_____] is not married on the date of death, the Company will pay a death benefit outlined in item _____ or _____ below, whichever is greater. This benefit will be

[Items (a) - (f) may be repeated here.]

OR

[The specific Death Benefit Before Annuity Commencement Date will be stated here.]

2.6 Death Benefit After [Annuity Commencement Date] [the Effective Date of the Contract]

Any death benefit described herein is payable upon receipt by the Company at its Home Office of written proof of the death of the Annuitant.

AND

[If the death of the Annuitant listed in Table(s) [_____] occurs [before _____] [the Annuity Commencement Date] [the Effective Date of the Contract,] the Company will pay a refund to the Contractholder. If no death benefit is payable under the form of Annuity listed in Table [_____] therein for that Annuitant, the refund to the Contractholder will be equal to the net consideration required to provide the Annuity otherwise payable to the Annuitant. If a death benefit is payable under the form of Annuity listed for that Annuitant, the Company will pay the [Beneficiary] [Survivor Annuitant] such death benefit and the refund to the Contractholder will be equal to the difference between the net consideration required

**ARTICLE II - AMOUNTS OF ANNUITY
(Continued)**

2.6 Death Benefit After Annuity Commencement Date] [the Effective Date of the Contract] (Continued)

to provide the Annuity otherwise payable to the Annuitant and the net consideration required to provide the death benefit to the [Beneficiary] [Survivor Annuitant.]

AND

[If the death of an Annuitant listed in Table(s) [_____] occurs on or after [_____] [the Effective Date of the Contract,] [or if the death of] [an] [the] [Annuitant] [listed in Table(s)_____] [occurs on or after] [the Annuity Commencement Date,] [the benefit, if any, payable on account of such death will be determined in accordance with the form of Annuity in effect at the date of death] [there is no death benefit payable.]

[In addition, [for the Annuitants listed in Table(s)_____] only,] the Company will pay, in one sum, to the Beneficiary [an amount equal to the amount indicated therein in Table(s)_____] payment will be payable on the first day of the month following the Annuitant's death. [This benefit will not be payable if an Annuitant listed in Table[_____] dies prior to the Annuity Commencement Date.]

[The specific Death Benefit After Annuity Commencement Date will be stated here.]

OR

[The specific Death Benefit After the Effective Date of the Contract will be stated here.]

[For all Annuitants, if the death of an Annuitant occurs on or after the Effective Date of the Contract and on or after the Annuity Commencement Date, the benefit, if any, payable on account of such death will be determined in accordance with the form of Annuity in effect at the date of death.]

[2.7 Cost Of Living Adjustment

Each [January 1], all Annuitants who are receiving a payment as of [December 31], will receive a Cost of Living Adjustment. The Cost of Living Adjustment may increase or decrease the annuitant's benefit annually, but in no event will the adjustment reduce an Annuitant's benefit below the original monthly benefit elected at retirement for Annuitants on Table [A] or for annuitants on Table [B], the original amount elected at retirement. The adjustment factor is based on dividing the [Urban Wage Earners and Clerical Workers Consumer Price Index] for the month of September immediately proceeding the calendar year of the adjustment by the [Urban Wage Earners and Clerical Customer Price Index] for the month of September preceding the previous calendar year, rounded to the nearest one tenth of one percent. The maximum increase or decrease cannot exceed [3%] for each year.

[This Cost of Living Adjustment [will [not] continue to apply] to Beneficiaries and Survivor Annuitants after they begin receiving Annuity Payments.]]

[2.8 Disability Benefit

No additional benefits are payable under this Contract in the event an Annuitant becomes disabled. [If an Annuitant listed in Table [B] becomes disabled and is eligible for early retirement as described in the Annuity Payable Before the Normal Commencement Date Section, the Annuitant may apply for early retirement benefits]]

OR

[If an Annuitant listed in Table(s) [_____] is entitled to a disability benefit from the Federal Social Security Administration as a result of disability [which occurs on or after [the Effective Date of this Contract] [_____] [while actively employed by the Contractholder, the Company will pay a disability benefit. This benefit is payable on the first day of the month [following the

**ARTICLE II - AMOUNTS OF ANNUITY
(Continued)**

[2.8 Disability Benefit (Continued)

later of the date the Annuitant attained age [_____] and [completed ____ years of service]] with the Contractholder, as determined by the Contractholder and became entitled to a disability benefit from the Federal Social Security Administration. The amount of the disability Annuity Payments shall be equal to the Annuity amount shown in Table(s) [_____] multiplied by the appropriate percentage from Table [_____].

[If the Annuitant elects to begin disability Annuity Payments prior to completing [_____] years of service and] [attaining age [____], the Annuitant must provide the Company with [written] proof from the Federal Social Security Administration of disability. This proof must be received by the Home Office before the disability Annuity Payment can commence. The disability Annuity Payments will commence [on the [first] day of the month coincident with or next following the date the Federal Social Security Disability Benefits could first commence] [the proof is received,] but no earlier than [the later of the date the Annuitant is first eligible for an Annuity] [attains age [_____] and [completes [_____] years of service] with the Contractholder] [Such payment will be on the Straight Life form of Annuity;] [however, the Annuitant may elect to receive an optional form of the Annuity described in the Forms of Annuity Section.]

[No other special provisions and no special tax treatment will apply to the disability Annuity Payments.]

OR

[The specific disability benefit and eligibility requirements will be stated here.]

[2.9 Lump-Sum-Single Payments Option

Any Annuitant listed in Table [B] may elect to receive a Lump Sum - Single Payment instead of Annuity Payments beginning at his earliest retirement age. This payment is described in the Forms of Annuity Section.

[Any Annuitant [listed in Table(s) [_____] may elect to receive a Lump Sum - Single Payment instead of Annuity Payments at any time [after terminating employment with the Contractholder and] prior to the Annuity Commencement Date. This payment is described in the Forms of Annuity Section.

[The amount of the Lump Sum - Single Payment will be equal to the present value, calculated as of the Annuity Commencement Date, of the Annuity otherwise payable to the Annuitant on the Normal Form on the Normal Commencement Date. However, if the Annuitant is already beyond Normal Commencement Date, the Lump Sum - Single Payment [_____] will be equal to the present value of the Annuity otherwise payable on the Annuity Commencement Date. [For Annuitants in Table(s) [_____] of Article V, the present value will be calculated on the [basis of the [1971 Male Group Individual Annuity] Mortality Table, [projected to [_____] by Scale [_____,] [with] [all] [no] [ages] [set-back] [or] [set-forward] [_____] years] [for Annuitants] [and] [no] [ages] [set-back] [set-forward] [_____] years] [for Survivor Annuitants,] and [_____ %] interest [equal to the Pension Benefit Guaranty Corporation immediate annuity interest rate in effect on] [_____] [the date of distribution,] [the [_____] immediately preceding the date of distribution,] [unless otherwise specified herein].

ARTICLE III - NORMAL AND OPTIONAL FORMS OF ANNUITY

3.1 Normal Form Of Annuity

[The Annuitants listed in Table [A] will receive the Form of Annuity specified therein.]

[For the Annuitants listed in Table [B] the Annuity will be payable on the Normal Form specified therein, unless the Annuitant is married at the time the Annuity begins as set forth in the Election Of An Optional Form Of Annuity. An Annuitant who is married on his Annuity Commencement Date will receive an adjusted Annuity on the [50% Joint and Survivor Form], unless otherwise agreed to in writing by the Annuitant's spouse.]

3.2 Election Of An Optional Form Of Annuity

For the Annuitants listed in Table [B], in lieu of having the Annuity paid on the Normal Form, an Annuitant may elect to have [an adjusted] [a reduced] Annuity paid under the forms set forth in the Forms of Annuity Section. [Annuitants [listed in Table(s) [E, F] who elect to begin benefits prior to the attainment of age [65] may also elect to have an adjusted Annuity paid under the form set forth in the Forms of Annuity. [If the] [The married] Annuitant[s] [listed in Table(s) [E, F] [is married on the Annuity Commencement Date, the Annuitant] may elect to have an unadjusted Annuity paid under the Normal Form or a reduced Annuity paid under the Joint and [50%] Survivor form set forth in the Forms of Annuity Section.] An Annuitant's election of an option shall be made in writing prior to the Annuity Commencement Date in a form satisfactory to the Company. Optional forms of annuity will be calculated using Actuarial Equivalence. Once an option has been elected, it cannot be rescinded or changed without the written consent of the Company.

AND

[If the] [The] Annuitant[s] [listed in Table[s] _____] [who are] [is] [not married] on the Annuity Commencement Date the Annuitant will have an Annuity paid under the Normal Form and cannot elect to have another form of Annuity.

[For the Annuitants listed in Table[s] _____], [the] [The] present value of the] Annuity Payments and the Guaranteed Amount payable to [an] [a married] Annuitant [and the] [Survivor Annuitant] [beneficiary,] [if applicable,] [under] [the] [] [an] [optional] [form[s] of Annuity] [described in Section] [3.3] [] will be equal to the [Annuity Payment shown in Table[s] _____,] [adjusted as described in] [multiplied by the appropriate [factor] [percentage] from] Table[s] _____.] [present value of the Annuity Payments on the Normal Form payable to the Annuitant.] [The] present value will be calculated on the [basis of the [1971] [GA-51] [UP-1984] [Male] [Female] [Group Individual Annuity] Mortality Table, [projected to [] by Scale [],] [with] [all] [no] [ages] [set-back] [or] [set-forward] [] years] [for Annuitants] [and] [no] [ages] [set-back] [set-forward] [] years] [for Survivor Annuitants,] and [] interest [equal to the Pension Benefit Guaranty Corporation immediate annuity interest rate in effect on] [] [the date of distribution.] [the [] immediately preceding the date of distribution,] [unless otherwise specified herein].

OR

[The specific conversion definitions for the optional forms of annuity, used in conjunction with a Table, will be stated here.]

3.3 Forms Of Annuity

The following forms of Annuity are available under this Contract. The Annuity is payable on a monthly basis unless otherwise changed pursuant to the Payment of Annuity Section of this Contract. The Annuity will be payable in accordance with the form of Annuity elected, as described below.

- (a) Straight Life Form – [For the Annuitants listed in Table [A]], this form of Annuity provides Annuity Payments, the first payment payable on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter during the Annuitant's remaining lifetime, terminating with the last payment due preceding the Annuitant's death.]

ARTICLE III - NORMAL AND OPTIONAL FORMS OF ANNUITY
(Continued)

3.4 Forms Of Annuity (Continued)

[(b) Joint and Survivor Form - [For the Annuitants listed in Table [A]], This form of Annuity provides Annuity Payments, the first payment payable on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter during the Annuitant's remaining lifetime, terminating with the last payment due preceding the Annuitant's death. Upon the death of the Annuitant, Annuity Payments in the Amount of [50% to 100%] (as elected by the Annuitant) of the Annuity Payments payable to the Annuitant, will be continued to the Survivor Annuitant, if living. [The Survivor can be someone other than a spouse.] Payments under this option will terminate with the last payment due preceding the later of the Annuitant's or the Survivor Annuitant's death. An Annuitant's election of a Joint and Survivor Form option will become inoperative if either the Annuitant or the Survivor Annuitant should die before the Annuitant's Annuity Commencement Date.]

[(c) Life Annuity - Period Certain Form - [For the Annuitants listed in Table [A]], This form of Annuity provides annuity Payments, the first payment payable on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter during the Annuitant's remaining lifetime, terminating with the last payment due preceding the Annuitant's death. If the death of the Annuitant occurs before the Annuitant has received [12 months to 240 months] (as elected by the Annuitant) Annuity Payments, the Company will continue Annuity Payments to the Beneficiary until total of [12 months to 240 months] (as applicable) Annuity Payments have been made to the annuitant and Beneficiary. If the Annuitant fails to designate a Beneficiary or if a designated Beneficiary predeceases the Annuitant, there will be paid at the Annuitant's death, in one sum, to the executors of the Annuitant's estate, the commuted value of the remaining unpaid [12 months to 240 months] (as applicable) Annuity Payments, if any.]

[(d) Life - Remaining Period Certain Form - [For the Annuitants listed in Table [A]], This form of Annuity provides Annuity Payments, the first payment on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter during the Annuitant's remaining lifetime, terminating with the last payment due preceding the Annuitant's death. If the death of the Annuitant occurs before the Annuitant has received the specified number of Annuity Payments indicated in Table[s _____] of Article V, the Company will continue Annuity Payments to the Beneficiary until a total of such specified Annuity Payments have been made to the Annuitant and Beneficiary.

If the Annuitant fails to designate a Beneficiary or if a designated Beneficiary predeceases the Annuitant, there will be paid at the Annuitant's death, in one sum, to the executors of the Annuitant's estate, the commuted value of the remaining unpaid specified Annuity Payments, if any. If the designated Beneficiary dies while receiving payments, there will be paid at the Beneficiary's death, in one sum, to the executors of the Beneficiary's estate, the commuted value of the remaining unpaid specified Annuity Payments, if any. The commuted value will be determined on the basis of interest [at a rate of [_____] %] interest per annum] [which the Company determines appropriate.]

[(e) [[28 month] Period Certain [Only] Form - [For the Annuitants listed in Table [A]], This form of Annuity provides Annuity Payments, the first payment payable on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter, terminating after the Annuitant has received the specified number of Annuity Payments indicated in Table(s) [A] of Article V. If the death of the Annuitant occurs before the Annuitant has received the specified number of Annuity Payments, the Company will continue Annuity Payments to the Beneficiary until a total of such specified Annuity Payments have been made to the Annuitant and Beneficiary.

If the Annuitant fails to designate a Beneficiary or if a designated Beneficiary predeceases the Annuitant, there will be paid at the Annuitant's death, in one sum, to the executors of the

**ARTICLE III - NORMAL AND OPTIONAL FORMS OF ANNUITY
(Continued)**

3.3 Forms Of Annuity (Continued)

annuitant's estate, the commuted value of the remaining unpaid specified Annuity Payments, if any. If the designated Beneficiary dies while receiving payments, there will be paid at the Beneficiary's death, in one sum, to the executors of the Beneficiary's estate, the commuted value of the remaining unpaid specified Annuity Payments, if any. The commuted value will be determined on the basis of interest [at a rate of _____%] interest per annum] [which the Company determines appropriate].]

- [(f) Lump Sum - Single Payment Form – [For the Annuitants listed in Table [C], This form of Annuity provides a single payment to the Annuitant. This payment is payable in accordance with the Payment of Annuity Section. This payment shall be in full discharge of all liability with respect to the coverage of such Annuitant under this Contract. [An election of such payment form must be received at the Home Office [60 days] prior to the Annuitant's Normal Annuity Commencement Date, and is only payable within [30 days] following the [Normal Annuity Commencement Date.]

OR

[The specific lump sum single payment optional annuity form will be stated here.]

AND

If the Annuitant dies after the election of a Lump Sum - Single Payment and before receipt thereof, the payment will be made to the executors of the Annuitant's estate.]

- [(g) [Cash Refund] [Modified Cash Refund] Form - [For the Annuitants listed in Table [A]], This form of Annuity provides Annuity Payments, the first payment payable on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter during the Annuitant's remaining lifetime, terminating with the last payment due preceding the Annuitant's death. If the death of the Annuitant occurs before the Annuitant's death. If the death of the Annuitant occurs before the Annuitant has received the Guaranteed Amount, the company will pay, in one sum, to the Beneficiary an amount equal to the Guaranteed Amount minus the total amount of Annuity Payments received by the Annuitant.

If an Annuitant fails to designate a Beneficiary or if a designated Beneficiary predeceases the Annuitant, this payment will be paid to the executors of the Annuitant's estate.]

OR

[The specific refund form will be stated here.]

- [(h) Installment Refund Form - [For the Annuitants listed in Table [A]], This] form of Annuity provides Annuity Payments, the first payment payable on the annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter during the Annuitant's remaining lifetime, terminating with the last payment due preceding the Annuitant's death. If the death of the Annuitant occurs before the Annuitant has received the Guaranteed Amount, the Company will continue annuity Payments to the Beneficiary until the Guaranteed Amount has been paid to the Annuitant and Beneficiary.

If the Annuitant fails to designate a Beneficiary or if the designated Beneficiary predeceases the Annuitant, there will be paid at the Annuitant's death in one sum, to the executors of the Annuitant's estate an amount equal to the Guaranteed Amount minus the total amount of Annuity Payments received by the Annuitant. If the designated Beneficiary dies while receiving payments, there will be paid at the Beneficiary's death in one sum, to the executors of the Beneficiary's estate, an amount equal to the Guaranteed Amount minus the total amount of Annuity Payments received by the annuitant and Beneficiary.]

ARTICLE III - NORMAL AND OPTIONAL FORMS OF ANNUITY
(Continued)

3.4 Forms Of Annuity (Continued)

- [(i) Joint and [50% to 100%] Survivor With [12 to 240] Months Period Certain Form – [For the Annuitants listed in Table [A]], This form of Annuity provides Annuity Payments, the first payment payable on the Annuity Commencement Date, [provided the annuitant is then living.] Subsequent payments are payable on the first day of

each period thereafter during the Annuitant's remaining lifetime, terminating with the last payment due preceding the Annuitant's death. Upon the death of the Annuitant, Annuity Payments will be continued to the Survivor Annuitant, if living. The Annuity Payments payable to the Survivor Annuitant will be reduced to [50% to 100%] (as elected by the Annuitant) of the Annuity Payments payable to the Annuitant. Upon the later of the Annuitant's death and the payment of [12 to 240] [(as elected by the Annuitant)] Annuity Payments to the Beneficiary until a total of [12 to 240] [(as applicable)] Annuity Payments have been made to the Annuitant, Survivor Annuitant, and Beneficiary. [An] [The] Annuitant's election of a Joint and Survivor Form option will become inoperative if either the Annuitant or the Survivor Annuitant should die before the Annuitant's Annuity Commencement Date.

If the Annuitant fails to designate a Beneficiary or if a designated Beneficiary predeceases the Annuitant and Survivor Annuitant, there will be paid at the Annuitant's or Survivor Annuitant's death (whichever is last to die) in one sum, to the executors of the Annuitant's or Survivor Annuitant's estate (whichever is last to die), the commuted value of the remaining unpaid [12 to 240] [(as applicable)] Annuity Payments, if any. If the designated Beneficiary dies while receiving payments, there will be paid at the Beneficiary's death, in one sum, to the executors of the Beneficiary's estate, the commuted value of the remaining unpaid [12 to 240] [(as applicable)] Annuity Payments, if any. [The commuted value will be determined on the basis of interest at a rate of [50% to 100%] interest per annum, which the Company determines appropriate.

- [(j) Social Security Leveling Form - [For the Annuitants listed in Table [A]]. For the Annuitants listed in Table [B], only, who elect to begin benefits prior to their attainment of age [55], this form of Annuity provides Annuity Payments, the first payment payable on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter during the Annuitant's lifetime, terminating with the last payment due preceding the Annuitant's death. The Annuitant will receive two Annuity Payments until the Benefit Change Date. One Annuity Payment will be on the [Straight Life] [Joint & Survivor] form; the other Annuity Payment will be on the Temporary Life form until the Benefit Change Date. The Benefit Change Date will be the first day of the period following the Annuitant's [please provide the age you want to see here] birthday. This option will only be available if the benefit payable on the [Straight Life] [Joint & Survivor] form is greater than zero.

The amount of the Annuity Payments payable on the [Straight Life] [Joint & Survivor] form and the amount of the Annuity Payments payable on the Temporary Life form will be based on the annuitant's estimated Social Security benefit that is payable on the Benefit Change Date. The Annuitant is responsible for providing the Company with this amount.] This information must be received by the Company within six months after the Annuity Commencement Date. If this information is not received within six months after the Annuity Commencement Date, the election of the option will be revoked. The amount of the estimated Social Security benefit must be calculated and certified by an Enrolled Actuary, a Fellow or Associate of the Society of Actuaries or the Social Security Administration. If the Contractholder no longer exists, the Annuitant is responsible for contacting an Enrolled Actuary, a Fellow or Associate of the Society of Actuaries or the Social Security Administration for the estimated Social Security benefit that is payable on the Benefit Change Date.

The Company will make Annuity Payments to the Annuitant on the Straight Life form, beginning on the Annuity Commencement Date. The amount of the Annuity Payments will be equal to the amount otherwise payable on the Straight Life form.

ARTICLE III - NORMAL AND OPTIONAL FORMS OF ANNUITY
(Continued)

3.5 Forms Of Annuity (Continued)

Upon receipt of the estimated Social Security benefit, the Company will calculate the amount of the two Annuity Payments; one to be paid on the Straight Life form and one to be paid on the

Temporary Life form until the Benefit Change Date. The adjusted Annuity Payments will begin as of the first day of the period following the Company's receipt of the estimated Social Security benefit. The amount of these Annuity Payments will be calculated as described in Table[s ____] of Article V. The Annuitant will receive two Annuity Payments beginning on the first day of the period following the calculation and ending on the Benefit Change Date. However, if the Annuity Payments payable on the Straight Life form is equal to or less than zero, this option will not be available and the Annuitant will continue to receive an unadjusted annuity on the Straight Life form.]

OR

[The specific Social Security Leveling Option will be stated here.]

(k) [Temporary Life Form - [For the Annuitants [listed in Table[s ____] and the Annuitants listed in Table[s ____] who elect to receive Annuity Payments on the Social Security Leveling Option only, this form of Annuity provides Annuity Payments.]

[For the Annuitants listed in Table[s ____] only, the first payment payable on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter, terminating at the earlier of the date specified in Table [__] of Article V and the Annuitant's death. The date specified in Table [____] of Article V is the date of the last payment. If the death of the Annuitant occurs before that date, no further payments are due.]

[For the Annuitants listed in Table[s ____], the first payment is payable as of the first day of the period following the company's receipt from the Annuitant of the estimated Social Security benefit, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter, terminating at the earlier of the Benefit Change Date and the Annuitant's death. The Benefit Change Date is the date the Annuity Payments will cease. If the death of the Annuitant occurs before the Benefit Change Date, no further payments are due.]

[(l) Temporary Joint and Survivor Form - [For the Annuitants listed in Table [A]], This form of Annuity provides Annuity Payments, the first payment on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter, terminating at the earlier of the date specified in Table [____] of Article V and the Annuitant's death. The date specified in Table [s.] of Article V is the date of the last payment. If the death of the annuitant occurs before that date, Annuity Payments in the amount of [50% to 100%], as specified in Table [____] of Article V of the Annuity Payments payable to the Annuitant, will be continued to the Survivor Annuitant, if living. Payments under this option will terminate at the earlier of the date specified in Table [____] of Article V and the last to die of the Annuitant and Survivor Annuitant, until the date specified in Table [__] of Article V.

ARTICLE III - NORMAL AND OPTIONAL FORMS OF ANNUITY
(Continued)

3.6 Forms Of Annuity (Continued)

[Joint and [50]% Last Survivor] Form - [For the Annuitants listed in Table(s) [] who are married on the Annuity Commencement Date, this] [This] form of Annuity provides Annuity Payments, the first payment payable on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter until the first to die of the Annuitant or the Survivor Annuitant. Upon the first to die of the Annuitant and the Survivor Annuitant, Annuity Payments in the amount of [50%], or [66 2/3%], or [75%], or [100%] [(as elected by the Annuitant)] of the Annuity Payments payable to the Annuitant on the Annuity Commencement Date, will be continued to the last survivor (the last to die of the Annuitant and the Survivor Annuitant) for the last survivor's lifetime. Payments under this option will terminate with the last payment due preceding the last survivor's death. [[The] [An] Annuitant's election of a Joint and Last Survivor Form option will become inoperative if either the Annuitant or the Survivor Annuitant should die before the Annuitant's Annuity Commencement Date.]

[(m) Additional forms of annuity will be stated here.]

ARTICLE IV - GENERAL PROVISIONS

4.1 Change Of Contract

This Contract may be amended to correct any error which is discovered by the Contractholder or the Company or amended to change any provision contained herein as mutually agreed upon in writing between the Contractholder and the Company. This Contract may also be amended by the Company, if in the opinion of the company, an amendment is necessary due to a change in its administrative practices, or as required by any future applicable legislation or regulation or to incorporate any additional provision required by any future applicable legislation or regulation. No amendment will adversely affect the rights of any Annuitant unless the amendment is required by a governmental agency or the consent of each Annuitant of interest is obtained.

No agent or other person except an officer of the Company or other Home Office official to whom such authority has been delegated has authority to change this Contract, to extend the times for payment of considerations, to waive any forfeiture, or to bind the Company by making any promise or representation, or by giving or receiving any information. Any such change, extension, waiver, promise, or representation shall not be construed as authority, or act as a precedent, for the same such act by the Company on another occasion.

4.2 Information - Records

The Contractholder shall furnish all information which the Company may reasonably require for the administration of this contract. Such information shall include, but not be limited to, notification of the Annuitant's termination of employment with the Contractholder, certification of the Annuitant's years of service credits with the Contractholder, notification to the Company of the Annuitant's recovery from disability, and the notification to the Company of the death of any Annuitant, if these are applicable under this Contract. If the Contractholder cannot furnish any required item of information, the Company may request the person concerned to furnish such information. The Company will not be liable for the fulfillment of any obligations in any way dependent upon such information unless and until it receives such information in a form satisfactory to it.

Information furnished to the Company may be corrected for any proven errors therein, unless the Company has already acted to its prejudice by relying on such information. Except for such corrections, information furnished to the Company will be regarded as conclusive. The Company will maintain the records necessary for its administration of this Contract. Such records will be prepared from the information furnished to the Company as described above, and will constitute prima facie evidence as to the truth of the information recorded thereon.

The determination and findings by the Contractholder with respect to all items relevant to the benefits provided under the Contract for any person shall be on a basis uniformly applicable to all persons similarly situated and shall be conclusive for the purposes of this Contract.

[If, at some time, the Pension Benefit Guaranty Corporation interest rates are no longer available, as utilized herein, the interest rates that will be utilized will be based on another comparable interest rate index, as deemed appropriate by the Company.]

OR

[The specific rates that will be utilized if the Pension Benefit Guaranty Corporation interest rates are no longer available will be stated here.]

4.3 Misstatements

If the age or sex of any Annuitant or Survivor Annuitant, or any other relevant fact is found to have been misstated, the following shall apply:

ARTICLE IV - GENERAL PROVISIONS
(Continued)

4.3 Misstatements (continued)

- (a) The amount of Annuity payable by the Company shall be that which should be provided by the consideration paid for such Annuity on the basis of the correct information, unless an equitable adjustment satisfactory to the Contractholder and the Company is made with respect to such misstatement. Any adjustment of the consideration for such Annuity, of the type of such Annuity, or of the terms and the amount of payment made in accordance with this section shall be conclusive upon any person affected thereby.
- (b) The amount of any underpayments by the Company due to any misstatement will be paid in full with the next payment due such person. The amount of any overpayments by the Company due to any misstatement will be deducted to the extent possible from amounts thereafter otherwise payable to such person.

4.4 Payment Of Annuity

The Company may require proof satisfactory to it from any payee under this Contract that such payee is living on each and every date on which any Annuity Payment falls due. If such proof is not furnished when requested, no Annuity Payments will be made to that payee until such proof shall have been received.

AND

[If the present value of the Annuity is less than the current amount set by the Pension Benefit Guaranty Corporation which may be paid out in a lump sum without the Annuitant's consent, [but not less than [\$5,000]], the Company reserves the right to pay a single payment to the payee otherwise entitled to receive such Annuity Payments. Such single payment will be equal to the present value of the Annuity. This present value will be calculated by the Company using regulations then in effect for ongoing qualified pension plans. Such payment shall be in full discharge of all liability in respect to the coverage of such payee.]

OR

[If the Annuity Payment payable hereunder should be less than [\$100] monthly, the Company may pay the Annuity on an adjusted basis quarterly, or on an adjusted basis annually, at its discretion.]

[Computations for lump sum settlements equal to or less than [\$5,000] shall be based on the applicable mortality table as defined in Internal Revenue Code (IRC) Section 417 (e) mortality in effect for [January 1] each calendar year, which is currently [1994 Group Annuity Reserving Table 50% Male] and an applicable interest rate under IRC Section. 417 as in effect for the month of [November] immediately preceding the calendar year in which the distribution is made. Such payment shall be in full discharge of all liability in respect to the coverage of such payee.]

OR

[If the Annuity Payment payable hereunder should be less than [\$100] monthly, the Company may pay the Annuity on an adjusted basis quarterly. If the Annuity Payments payable hereunder should be less than [\$100] quarterly, the Company may pay a single payment to the payee otherwise entitled to receive such Annuity Payments. Such single payment will be calculated by the Company using regulations then in effect for ongoing qualified pension plans. Such payment shall be in full discharge of all liability in respect to the coverage of such payee.]

OR

[If the [actuarial equivalence][present value] is less than [\$1,000,] it is payable as a lump sum. Computations for lump sum payments will be based on the [1994 Group Annuity Reserving Table 50% male] [and a rate of interest on 30 year Treasury securities] [as specified by the Commissioner] [for the month of [November] immediately preceding the calendar year in which the single-sum is determined.] Such payment shall be in full discharge of all liability in respect to the coverage of such payee.]

ARTICLE IV – GENERAL PROVISIONS
(Continued)

4.5 Facility Of Payment

If any payee hereunder is, in the judgment of a court of law, legally, physically or mentally incapable of personally receiving and receipting for any payment due hereunder, upon notice to the Company, the Company will make such payment or any part thereof to such other person, persons, or institutions who, in the opinion of a court of law, are then maintaining or have custody of such payee, until claim is made by the duly appointed guardian or other legal representative of such payee. Such payments shall constitute a full discharge of the liability of the Company to the extent thereof. Upon notice to the Company of the appointment of a legal guardian or other legal representative, the Company will pay thereafter only to said guardian or other legal representative.

4.6 Assignment

No payments, benefits, or refunds shall be assigned, commuted, anticipated or encumbered and, to the extent permitted by law, all such payments, benefits and refunds shall be exempt from attachment and otherwise free from claims of creditors.

4.7 [Beneficiary

If, as to any annuitant, this Contract provides for payment of any amount or amounts after the death of the Annuitant, payment of the amount or amounts shall be made to a Beneficiary designated by the Annuitant. If the Annuitant is married, the Beneficiary is the Annuitant's spouse, unless otherwise agreed to in writing by the spouse. The Annuitant may change a Beneficiary previously designated, without the consent of such Beneficiary being required, unless the Beneficiary is the Annuitant's spouse or the Survivor Annuitant. The Annuitant may not change a Survivor Annuitant previously designated, after the Annuity Commencement Date.

Any designation or change shall be made by filing a request with the Company on a form satisfactory to it, and shall become effective when entered upon the records of the Company. After any such designation or change is so entered, it shall relate back and take effect as of the date of request, but without prejudice to the Company on account of any payments made by it before receipt of such request.

The interest of any Beneficiary shall cease upon the Beneficiary's death, unless the Annuitant has directed otherwise. If there is no designated Beneficiary to receive any amount which becomes payable to a Beneficiary in accordance with the terms of this Contract, such amount shall be payable to the estate of the last to die of the Annuitant and the Beneficiary.

The Company, in determining the existence, ages, or any other facts relating to any relative of any Annuitant or any persons designated as Beneficiaries, either as a class or otherwise, may rely solely on any affidavit or other evidence deemed satisfactory by it, and each and every payment made by it in reliance thereon will, to the extent of such payment, be a valid discharge of its obligation under this Contract.]

4.8 [Termination Of The Pension Plan

The Annuities purchased under this Contract represent benefits which accrued under a Pension Plan. If the action is not approved by the Internal Revenue Service or the Pension Benefit Guaranty Corporation, a refund will be made to the Contractholder for the Annuities that have not commenced benefit payments as of the time and the Company will no longer be liable for these Annuities. Such refund will be reduced by expenses and risk charges incurred by the Company which are related to this Contract, and will be subject to a market value adjustment. The Company will not refund any premium for Annuities that have already commenced benefit payments, and the Company will continue to be liable for these Annuities.]

4.9 Qualified Domestic Relations Order

If the payments to any Annuitant under this Contract become subject to a Qualified Domestic Relations Order, the Company will comply with such Order, provided that the Company is named in the Order and the Order is signed by the Court. Such Order cannot be in conflict with any provisions outlined in this Contract and will be effective when it is received and entered upon the records of the Company.

ARTICLE IV – GENERAL PROVISIONS
(Continued)

4.10 Individual Certificates

The Company will issue an individual annuity certificate to each Annuitant upon approval by the state of jurisdiction. This certificate will in no way void or alter any of the terms of this Contract but will describe the benefits to which the Annuitant is entitled.

4.11 Entire Contract

This Contract and the application therefore, a copy of which is attached to and made a part of this Contract, shall constitute the entire Contract between parties.

This Contract will terminate when no further Annuity Payments are payable in accordance with the terms of the Contract .

Article V – Table B

Name of Annuitant	Sex	Date of Birth	Date of Normal Commencement	Monthly Annuity at Normal Commencement
Jane Doe	F	07/04/1953	08/25/2018	\$ 127.48
Susan Doe	F	02/12/1921	10/02/1929	\$150.29]

Normal Form of Annuity for Single Annuitants on this Table is [Ten Year Certain & Life]
 Normal Form of Annuity for Married Annuitants on this Table is [an adjusted 50% Joint & Survivor]

ARTICLE V - TABLE [C]

Monthly amount of Annuity Payments payable to a spouse of an Annuitant [listed in Table(s)[____] of Article V on an earlier Annuity Commencement Date in accordance with the Death Benefit Disability Benefit outlined in the Disability Benefit Section shown as a percentage of the Annuity Payments payable to the Annuitant's spouse on the Normal Form at the Normal Commencement Date. [These percentages will be used.]

Number Of Years* By Which Earlier Annuity Commencement Date Precedes <u>The Normal Commencement Date</u>	<u>Percentage</u> ** [%
[0	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10]]

[* Years are exact number of whole years. The percentages for fractional years are obtained by straight line interpolation.]

[** These percentages will be calculated on the basis of the [1971] [GA-51] [UP-84] [Male] [Female] [Group] [Individual] Annuity Mortality Table, [projected to _____] by Scale [], [with] [all] [no] [ages] [set-back] [or] [set-forward] [_____] years for Survivor Annuitants, and [%] interest [equal to the Pension Benefit Guaranty Corporation] [immediate annuity interest rate in effect on ____] [the date of distribution] [the _____ immediately preceding the date of distribution], unless other wise specified herein.]]

ARTICLE V - TABLE [D]

Monthly amount of Annuity Payments payable to an Annuitant listed in Table(s) [____] of Article V on an later Annuity Commencement Date, shown as a percentage of the Annuity Payments payable to the Annuitant on the Normal Form at the Normal Commencement Date. These percentages will be used.

Number Of Years* By Which Later Annuity Commencement Date Precedes <u>[The Normal Commencement Date]</u>	<u>Percentage</u> **
[0	[%
1	
2	
3	
4	
5	
6	
7]]

[* Years are exact number of whole years. The percentages for fractional years are obtained by straight line interpolation.]

[** These percentages will be calculated on the basis of the [1971] [GA-51] [UP-84] [Male] [Female] [Group] [Individual] Annuity Mortality Table, [projected to [____]] by Scale [], [with] [all] [no] [ages] [set-back] [or] [set-forward] [____] years for Survivor Annuitants, and [%] interest [equal to the Pension Benefit Guaranty Corporation] [immediate annuity interest rate in effect on ____] [the date of distribution] [the ____ immediately preceding the date of distribution], unless other wise specified herein.]]

ARTICLE V - TABLE [E]

SOCIAL SECURITY LEVELING FORM

Monthly amount of Annuity Payments payable to Annuitants [listed in Table(s) [____]] of Article V who elect to begin benefits prior to their attainment of age [____] on the Social Security Leveling Form.

Amount of Annuity Payments Payable on the Temporary Life form until the Benefit Change Date: Equal to the estimated Social Security Benefit.

Amount of Annuity Payments Payable on the Straight Life form: Equal to the Result in (4) below.

(1) Multiply the Social Security Benefit by the appropriate factor listed below:

(2)

	[55
*Age	56
	57
	58
	59
	60
	61]

(2) Multiply the Annuity amount shown in Table(s) [____] of Article V by the appropriate factor in Table(s) [] of Article V, in accordance with the Annuity Payable Before the Normal Commencement Date Section.

(3) Add the Results from (1) and (2) above.

(4) Subtract the Social Security Benefit from the Result in (3) above.

[The specified formula/factors/percentages for calculating the Social Security Leveling Option will be state here.]

[* Age is exact number of whole years. Partial years are obtained by straight-line interpolation.]

**APPLICATION FOR GROUP ANNUITY CONTRACT
MADE TO
NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

[ABC Company]

(Exact Name of Applicant, e.g., ABC Company, Inc. or Trustees of XYZ Company, Inc. Retirement Trust)

The Applicant applies for Group Annuity Contract Form No. [APO-1213 GA-P 1234].

The Applicant certifies that to the best of its knowledge:

1. The Applicant has the authority to enter into the Contract.
2. The Applicant's plan qualifies under Section 401 of the Internal Revenue Code. If not so qualified, describe type of plan: _____.
3. The Applicant approves and accepts the terms of the offer letter dated [October 10, 2008] and any other ancillary documents which have modified the terms of that offer letter, the provisions of which will be reflected in the Contract.
4. Applicant will pay a Deposit of [\$ 7,550,000] to Nationwide Life Insurance Company (the "Company") in conjunction with this Application. [Of this Deposit amount the Company will forward to [the appropriate licensed employee of the Danny Doe Firm] the amount of [\$25, 000] on behalf of Applicant for commission. The Company is not involved in negotiation or paying this commission, and any commission amount included in the Deposit is passed through to [the appropriate licensed employee of the Danny Doe Firm].]
5. If the Company fails to accept this Application, the value of the Consideration received will be refunded. If applicant subsequently determines to cancel this Application prior to the delivery of the Contract hereunder, a Market Value Adjustment may be applied to the amount refunded by the Company. A Market Value Adjustment is the amount in which the Company determines, in accordance with uniform procedures applicable to all Contracts of this class, would be the approximate net loss, if any, resulting to the Company if investments were liquidated in order to make such payment, plus the cost of administering termination.
6. The Annuities purchased under this Contract represent benefits which accrued under a Pension Plan. The Pension Plan is now in the process of terminating. If the termination is not approved by the Internal Revenue Service or the Pension Benefit Guaranty Corporation, a refund will be made to the Applicant for the Annuities that have not commenced benefit payments as of the time and the Company will no longer be liable for these Annuities. Such refund will be reduced by expenses and risk charges incurred by the Company that are related to this Contract, and will be subject to a market value adjustment. The Company will not refund any premium for Annuities that have already commenced benefit payments, and the Company will continue to be liable for these Annuities. The Company is not responsible for refunding any commissions included in the Deposit.

NOTICE TO AR, CO, KY, LA, ME, NM, OH, and TN RESIDENTS ONLY:

Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

NOTICE TO DC RESIDENTS ONLY:

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO PR RESIDENTS ONLY:

Any person who knowingly, or with the intention to defraud, includes false information in an application for insurance, or files, assists or abets in the filing of a fraudulent claim to obtain payment for a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony. If found guilty, said person shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

NOTICE TO OK RESIDENTS ONLY:

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO NJ RESIDENTS ONLY:

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

NOTICE TO MD RESIDENTS ONLY

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

NOTICE TO FL RESIDENTS ONLY:

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

[September 25, 2008]
Date

[Trustee of the ABC Company]
Person Signing For Applicant

[Trustee]
Title (Trustee, If Applicable)

NATIONWIDE LIFE INSURANCE COMPANY
Home Office
One Nationwide Plaza
Columbus, Ohio 43215
1-800-634-5222

Nationwide will pay You an annuity which will provide payments beginning on the date shown below. This participation certificate explains Your benefits as a member under the Group Annuity Contract.

In this Certificate

You, Your...means the person who is entitled to benefits under the Group Annuity Contract
We, Our, Us...means Nationwide Life Insurance Company

Your Name: [John Doe]	Group Annuity Contract Number And Certificate Number: [GA-P-1234]
Name Of The Contractholder: [Trustees of the ABC Company]	Date Your Payments Begin: [January 1, 2000]
Amount Of Each Of Your Payments: [\$325]	How Often You Will Receive Payments: [Monthly]

You will receive payments from the Group Annuity Contract for Your life. Your payments will end with the last payment made before Your death.

The amount of Your payments and membership privileges may change if the terms of the Group Annuity Contract are changed by either the Contractholder or Us.



President

THIS CERTIFICATE REPLACES ANY CERTIFICATES THAT MAY HAVE BEEN ISSUED BEFORE TO YOU UNDER THE GROUP ANNUITY CONTRACT AND IS SUBJECT TO THE TERMS OF THE GROUP ANNUITY CONTRACT.

GENERAL PROVISIONS

Assignments

Your rights and benefits under the Group Annuity Contract cannot be assigned or transferred to anyone else. Also, to the extent permitted by law, Your benefits will be free from the claim of any creditor.

Change Of Contract

We may change the Group Annuity Contract if necessary due to the requirements of any legislative, judiciary, or regulatory body. We may also change the Group Annuity Contract due to a change in our administrative practices.

Facility Of Payment

If a court of law determines You are legally or physically unable to give a valid release for any payment, We may be directed to pay another person. When a guardian is appointed or a legal representative is named, We will pay such person. We will not assume any responsibility as to how any payment is used.

Misstatements And Adjustments

We will adjust the amount of Your payments if We learn that any fact was misstated. We will make the adjustment based on the terms of the Group Annuity Contract.

NATIONWIDE LIFE INSURANCE COMPANY
Home Office
One Nationwide Plaza
Columbus, Ohio 43215
1-800-634-5222

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In this Certificate

You, Your...means the person who is entitled to benefits under the Group Annuity Contract
We, Our, Us...means Nationwide Life Insurance Company

Your Name: [John Doe]	Group Annuity Contract Number And Certificate Number: [GA-P-1234]
Name Of The Contractholder: [Trustees of the ABC Company]	Date Your Payments Begin: [January 1, 2015]
Amount Of Each Of Your Payments: [\$450]	How Often You Will Receive Payments: [Monthly]
Minimum Number Of Payments: [180]	Beneficiary: [Mary Doe]

You will receive payments from the Group Annuity Contract for Your life. If You die before You receive the minimum number of payments stated herein, the payments remaining will be paid as due to Your beneficiary. Before payments can be made to Your beneficiary, We will need proof of Your death sent to Us at Our Home Office. If there is no beneficiary or if Your beneficiary also dies before the minimum number of payments have been paid, the value of the payments remaining will be paid in a single sum. Such single sum will be paid to the estate of the last to die of You and Your beneficiary.

The amount of Your payments and membership privileges may change if the terms of the Group Annuity Contract are changed by either the Contractholder or Us.



President

THIS CERTIFICATE REPLACES ANY CERTIFICATES THAT MAY HAVE BEEN ISSUED BEFORE TO YOU UNDER THE GROUP ANNUITY CONTRACT AND IS SUBJECT TO THE TERMS OF THE GROUP ANNUITY CONTRACT.

GENERAL PROVISIONS

Beneficiary

We will make payments to Your beneficiary if You die before receiving Your minimum number of payments. Your minimum number of payments is shown on the cover page of this certificate.

You may change Your beneficiary at any time by giving Us written notice.

Assignments

Your rights and benefits under the Group Annuity Contract cannot be assigned or transferred to anyone else. Also, to the extent permitted by law, Your benefits will be free from the claim of any creditor.

Change Of Contract

We may change the Group Annuity Contract if necessary due to the requirements of any legislative, judiciary, or regulatory body. We may also change the Group Annuity Contract due to a change in Our administrative practices.

Facility Of Payment

If a court of law determines You are legally or physically unable to give a valid release for any payment, We may be directed to pay another person. When a guardian is appointed or a legal representative is named, We will pay such person. We will not assume any responsibility as to how any payment is used.

Misstatements And Adjustments

We will adjust the amount of Your payments if We learn that any fact was misstated. We will make the adjustment based on the terms of the Group Annuity Contract.

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Home Office
One Nationwide Plaza
Columbus, Ohio 43215
1-800-634-5222

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In this Certificate

You, Your...means the person who is entitled to benefits under the Group Annuity Contract

We, Our, Us...means Nationwide Life Insurance Company

Your Name: [John Doe]	Group Annuity Contract Number And Certificate Number: [GA-P-1234]
Name Of The Contractholder: [Trustees of the ABC Company]	Date Your Payments Begin: [January 1, 2000]
Amount Of Each Of Your Payments: [\$225]	How Often You Will Receive Payments: [Monthly]
Total Number Of Payments: [120]	Beneficiary: [Mary Doe]

You will receive payments from the Group Annuity Contract until the total number of payments shown above have been paid. If You die before You receive the total number of payments, the payments remaining will be paid as due to Your beneficiary. Before payments can be made to Your beneficiary, We will need proof of Your death sent to Us at Our Home Office. If there is no beneficiary or if Your beneficiary also dies before the total number of payments have been paid, the value of the payments remaining will be paid in a single sum. Such single sum will be paid to the estate of the last to die of You and Your beneficiary.

The amount of Your payments and membership privileges may change if the terms of the Group Annuity Contract are changed by either the Contractholder or Us.



President

THIS CERTIFICATE REPLACES ANY CERTIFICATES THAT MAY HAVE BEEN ISSUED BEFORE TO YOU UNDER THE GROUP ANNUITY CONTRACT AND IS SUBJECT TO THE TERMS OF THE GROUP ANNUITY CONTRACT.

GENERAL PROVISIONS

Beneficiary

We will make payments to Your beneficiary if You die before receiving Your total number of payments. Your total number of payments is shown on the cover page of this certificate.

You may change Your beneficiary at any time by giving Us written notice.

Assignments

Your rights and benefits under the Group Annuity Contract cannot be assigned or transferred to anyone else. Also, to the extent permitted by law, Your benefits will be free from the claim of any creditor.

Change Of Contract

We may change the Group Annuity Contract if necessary due to the requirements of any legislative, judiciary, or regulatory body. We may also change the Group Annuity Contract due to a change in Our administrative practices.

Facility Of Payment

If a court of law determines You are legally or physically unable to give a valid release for any payment, We may be directed to pay another person. When a guardian is appointed or a legal representative is named, We will pay such person. We will not assume any responsibility as to how any payment is used.

Misstatements And Adjustments

We will adjust the amount of Your payments if We learn that any fact was misstated. We will make the adjustment based on the terms of the Group Annuity Contract.

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One Nationwide Plaza
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In this Certificate

You, Your...means the person who is entitled to benefits under the Group Annuity Contract
We, Our, Us...means Nationwide Life Insurance Company

Your Name: [John Doe]	Group Annuity Contract Number And Certificate Number: [GA-P-1234]
Name Of The Contractholder: [Trustees of the ABC Company]	Date Your Payments Begin: [January 1, 2015]
Amount Of Each Of Your Payments: [\$500]	How Often You Will Receive Payments: [Monthly]
Amount Of Each Survivor Annuitant Payment: [\$250]	Survivor Annuitant: [Mary Doe]

You will receive payments from the Group Annuity Contract for Your life. Upon Your death, Your survivor annuitant, if then living, will receive payments as due from the Group Annuity Contract in the amount shown above for life. Your survivor annuitant may not be changed once Your payments begin. Before payments can be made to Your survivor annuitant, We will need proof of Your death sent to Us at Our Home Office.

The amount of Your payments and membership privileges may change if the terms of the Group Annuity Contract are changed by either the Contractholder or Us.



President

THIS CERTIFICATE REPLACES ANY CERTIFICATES THAT MAY HAVE BEEN ISSUED BEFORE TO YOU UNDER THE GROUP ANNUITY CONTRACT AND IS SUBJECT TO THE TERMS OF THE GROUP ANNUITY CONTRACT.

GENERAL PROVISIONS

Assignments

Your rights and benefits under the Group Annuity Contract cannot be assigned or transferred to anyone else. Also, to the extent permitted by law, Your benefits will be free from the claim of any creditor.

Change Of Contract

We may change the Group Annuity Contract if necessary due to the requirements of any legislative, judiciary, or regulatory body. We may also change the Group Annuity Contract due to a change in Our administrative practices.

Facility Of Payment

If a court of law determines You are legally or physically unable to give a valid release for any payment, We may be directed to pay another person. When a guardian is appointed or a legal representative is named, We will pay such person. We will not assume any responsibility as to how any payment is used.

Misstatements And Adjustments

We will adjust the amount of Your payments if We learn that any fact was misstated. We will make the adjustment based on the terms of the Group Annuity Contract.

RETIREMENT OPTIONS

[If you qualify for early retirement, You may elect any retirement option described below prior to your earliest commencement date by filing written notice with Us at Our Home Office.] You may elect any Annuity Option described below prior to your Normal Commencement Date by filing written notice with Us at Our Home Office. We will send you the appropriate forms for making Your election. The amount of Annuity payable under each option will be determined by Us in accordance with the Group Annuity Contract. Your Annuity will begin on the latest date listed below.

- Your Normal Commencement Date.
- The [1-31] day of the month on or after the date You terminate employment with the Contractholder.
- [The [1-31] day of the month on or after the date You elect.]
- The [1-31] day of the month on or after the date We receive Your election.

1. Early Retirement Option

You may not elect to receive Your Annuity before Your earliest commencement date.]

2. Postponed Retirement Option

[You may postpone your Annuity by electing to have Your Annuity start the [1-31] day of any month after Your [earliest] [Normal] Commencement Date. The amount of each of Your postponed monthly payments will be the same as the amount You would have received at Your [earliest] [Normal] Commencement Date. There will be no increase for the delay and no back payments will be made.]

If You postpone Your Annuity, We would need written notice of an election from You to begin Your Annuity. The Group Annuity Contract requires that You begin Your Annuity no later than April 1 following the calendar year in which You reach 70 ½, even if You have not terminated employment with the Contractholder as of that date.

ANNUITY OPTIONS

[1. Straight Life Form

The Straight Life form will provide monthly payments during Your lifetime, ending with the last payment made before Your death.]

[2. Joint And Survivor Form

The Joint and Survivor form will provide adjusted monthly payments during Your lifetime. Upon Your death, the survivor annuitant, if then living, will receive monthly payments for life. Annuity Payments in the Amount of [50% to 100%] of the adjusted amount payable to you will be continued to Your survivor annuitant for life. You have the right to choose your survivor annuitant. If you are married, Your survivor annuitant is Your spouse on the date Your annuity begins. However, if Your spouse agrees in writing, you may choose another person as Your survivor annuitant. You may not change the survivor annuitant after Your annuity begins.]

[3. Life Annuity – Period Certain Form

The Life Annuity – Period Certain form will provide adjusted monthly payments during Your lifetime. If You die before You receive a total of [36 to 240] monthly payments, the payments remaining will be paid as due to Your beneficiary. You have the right to choose Your beneficiary. You may change Your beneficiary at any time by giving us written notice.]

ANNUITY OPTIONS

(Continued)

[4. Period Certain Only Form]

The Period Certain form will provide Annuity Payments payable on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter, terminating after the Annuitant has received the specified number of Annuity Payments indicated in the contract. If the death of the Annuitant occurs before the Annuitant has received the specified number of Annuity Payments, the Company will continue Annuity Payments to the Beneficiary, if applicable until the total of such specified Annuity Payments have been made to the Annuitant and Beneficiary.]

[5. Life - Remaining Period Certain Form]

The Life – Remaining Period Certain form will provide Annuity Payments, the first payment on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter during the Annuitant's remaining lifetime, terminating with the last payment due preceding the Annuitant's death.]

[6. Lump Sum - Single Payment Form]

The Lump Sum – Single Payment form will provide a single payment to the Annuitant. This payment shall be in full discharge of all liability with respect to the coverage of such Annuitant under the Contract.]

[7. [Cash Refund] [Modified Cash Refund] Form]

The [Cash Refund] [Modified Cash Refund] form will provide Annuity Payments, the first payment payable on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter during the Annuitant's remaining lifetime, terminating with the last payment due preceding the Annuitant's death.]

[8. Installment Refund Form]

The Installment Refund form will provide Annuity Payments, the first payment payable on the annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter during the Annuitant's remaining lifetime, terminating with the last payment due preceding the Annuitant's death. If the death of the Annuitant occurs before the Annuitant has received the Guaranteed Amount, the Company will continue annuity Payments to the Beneficiary until the Guaranteed Amount has been paid to the Annuitant and Beneficiary.]

[9. Joint and [50% to 100%] Survivor With [36 to 240] Months Period Certain Form]

The Joint and [50% to 100%] Survivor With [36 to 240] Months Period Certain form will provide Annuity Payments, the first payment payable on the Annuity Commencement Date, provided the annuitant is then living. Subsequent payments are payable on the first day of each period thereafter during the Annuitant's remaining lifetime, terminating with the last payment due preceding the Annuitant's death.]

[10. Social Security Leveling Form]

The Social Security Leveling form is only available to Annuitants who elect to begin benefits prior to their attainment of age [55], this form will provide Annuity Payments, the first payment payable on the Annuity Commencement Date, provided the Annuitant is then living. Subsequent payments are payable on the first day of each period thereafter during the Annuitant's lifetime, terminating with the last payment due preceding the Annuitant's death. The Annuitant will receive two Annuity Payments until the Benefit Change Date. One Annuity Payment will be on the [Straight Life] [Joint & Survivor] form; the other Annuity Payment will be on the Temporary Life form until the Benefit Change Date.]

PRE-RETIREMENT DEATH BENEFIT

If You are married and die before the date Your annuity starts, Your spouse will receive an annuity for life. The annuity will be payable on the [Straight Life] form with monthly payments equal to [50%] of the monthly payments You would have received on the Joint and [50%] Survivor form. The annuity will start on the [1-31] day of the month following your death, but no earlier than Your normal commencement date. Your spouse may elect a later date to start the annuity, but not beyond the April 1 following the calendar year in which date you would have reached age 70½.

[If you are not married and die before the date Your annuity starts, Your beneficiary will receive an annuity. The annuity will be payable on the [120] months Period Certain only form with monthly payments equal to [50%] of the payments You would have received on the joint and [50%] Survivor form. The annuity will start on the [1-31] day of the month following Your death, but no earlier than your Normal Commencement Date.]

GENERAL PROVISIONS

1. **Misstatements and adjustments**

We will adjust the amount of Your benefit payment if we learn that any fact was misstated. We will make the adjustment based on the correct facts and the amount used to provide Your annuity. Any adjustment will take into account overpayments or underpayments made. We will make the adjustment based on the terms of the Group Annuity Contract.

2. **Small Benefits**

We have the right to pay small benefits quarterly, annually or in a lump sum.

3. **Proof of Survival**

We have the right to require proof that a person receiving an annuity is living on each date a payment is payable. If this person dies, please advise Us by writing our Home Office in Columbus, Ohio.

4. **Facility of Payment**

If a court of law determines You are legally or physically unable to give a valid release for any payment, We may be directed to pay another person. When a guardian is appointed or a legal representative is named, We will pay such person. We will not assume any responsibility as to how any payment is used.

5. **Beneficiary**

If Your Annuity Option provides, We will make payments to Your beneficiary if You die before receiving Your minimum number of payments.

You may change Your beneficiary at any time by giving us written notice.

6. **Assignments**

Your rights and benefits under this certificate cannot be assigned or transferred to anyone else. Also, to the extent permitted by law, Your benefits will be free from the claim of any creditor.

7. **Qualified Domestic Relations Order**

If Your payments become subject to a Qualified Domestic Relations Order, the Company will comply with such Order, provided that the Company is named in the Order and the Order is signed by the court. Such Order cannot be in conflict with any provisions outlined in the Contract and will be effective when it is received and entered upon the records of the Company.

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OH 43215
1-800-634-5222**

AMENDMENT

To Group Annuity Contract

This amendment is made part of the Contract to which it is attached. To the extent the terms of the Contract and this amendment are inconsistent, the terms of this amendment shall control. Non-defined terms shall have the meaning given to them in the Contract.

The Contract is hereby amended by deleting the existing [Table A] [and] [Table B] in [its] [their] entirety and replacing it with the attached [Table A] [and] [Table B].

This Amendment shall be effective as of [October 1, 2008].

Executed for Nationwide by:

By: 

President
Nationwide Life Insurance Company

By: [John Doe] _____
Trustee/Plan Sponsor

[ABC Company] _____
Entity's Name

Date: _____

