

SERFF Tracking Number: ONFS-126322158 State: Arkansas
Filing Company: The Ohio National Life Insurance Company State Tracking Number: 43623
Company Tracking Number: FORM GA-09-V-1, ET AL
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: Oncore Advantage Group Annuity Contract
Project Name/Number: Oncore Advantage Group Annuity Contract/

Filing at a Glance

Company: The Ohio National Life Insurance Company

Product Name: Oncore Advantage Group SERFF Tr Num: ONFS-126322158 State: Arkansas

Annuity Contract

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved- State Tr Num: 43623
Closed

Sub-TOI: A03G.002 Flexible Premium Co Tr Num: FORM GA-09-V-1, ET State Status: Approved-Closed
AL

Filing Type: Form

Reviewer(s): Linda Bird
Disposition Date: 10/06/2009
Authors: Doris Jackson, Kim
Wright, Noreen Luptowski
Date Submitted: 09/28/2009
Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Oncore Advantage Group Annuity Contract

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 10/06/2009

Deemer Date:

Submitted By: Noreen Luptowski

Filing Description:

NAIC # 67172

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Pending in Ohio,
State of Domicile

Market Type: Group

Group Market Size: Small

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 10/06/2009

Created By: Noreen Luptowski

Corresponding Filing Tracking Number:

Re: Form GA-09-V-1, Group Annuity Contract

Form GA-09-FAA-1, Fixed Account Rider

Form GA-09-SVF-1, Stable Value Fund Account Rider

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Form GA-6732, Amendment
Form GA-6732-E, Endorsement
Form GA-09-C-F, Certificate
Form GA-09-C-V, Certificate
Form 6325, Group Annuity Application

This filing is being submitted on behalf of The Ohio National Life Insurance Company.

Enclosed for your review and approval is a Group Allocated Annuity Contract, Form GA-09-VA-1, a Fixed Account Rider, Form GA-09-FAA-1, a Stable Value Fund Account Rider, Form GA-09-SVF-1, a Contract Amendment, Form GA-6732, a Contract Endorsement, Form GA-6732-E, two Certificates, Form GA-09-C-F and Form GA-09-C-V, and an Application, Form 6325.

Form GA-09-V-1, the Group Annuity Contract, is an Allocated Group Annuity Contract and is used to accumulate funds for corporate defined contribution pension plans and profit sharing plans. The Contract does not establish any retirement pension plan; such plan provisions must be established separately.

No front-end loads will be taken from deposits made into the contract.

Form GA-09-FAA-1, a Fixed Account Rider, provides for a guaranteed fixed interest account as a Fixed Account investment option under the Contract, (referred to in the contract as the "Principal Conservation Account"). The Fixed Account is an interest bearing account within our general account. The general account consists of all our general assets, other than those accumulated in the Separate Account or other segregated asset accounts. Any Fixed Account guarantees are supported by our general account only.

Form GA-09-SVF-1, a Stable Value Fund Account Rider, adds the Stable Value Fund Account as an investment option under the Contract (referred to in the contract as the "Principal Conservation Account"). The Stable Value Fund Account is an account held in the Separate Account. The Stable Value Fund Account holds units of participation in a collective investment trust whose primary investment objectives are to seek to provide a current return, consistent with, and providing for, maintaining the principal value of the Stable Value Fund Portfolio, maintaining high credit quality, providing a reasonable tracking of interest rates, and providing short and long term liquidity for benefit payments.

Please note that either the Fixed Account Rider, Form GA-09-FAA-1, or the Stable Value Fund Account Rider, Form GA-09-SVF-1, may be selected and added to the Contract but not both.

Form GA-6732 is a Contract Amendment form. This form is intended to be used if any corrections are required to the information initially submitted with the Contract or later while the contract is in force.

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notice to the contractholder.

We will hold reserves which will be consistent with the Standard Valuation Law.

All contract values comply with the minimum requirements of the Standard Valuation Law as enacted in your state. Actuarial memoranda explaining our reserving practices and demonstrating standard nonforfeiture value compliance are enclosed for your reference.

The contracts and riders will not be illustrated. All other required filing documents are included in this submission.

Actuarial questions concerning this submission may be directed to Mr. Jeff Mackey, Investments and Annuities, at 513-794-6504. All other questions or concerns should be directed to me at 1-800-366-6654, Dept. 7, Option 3 (press 7 after the initial greeting, the system does not prompt this), via fax at 1-513-794-4522, or by email at kim_wright@ohionational.com.

Thank you for your assistance with this submission. I look forward to your approval.

Company and Contact

Filing Contact Information

Kim Wright, Senior Contract Compliance kimberly_wright@ohionational.com
Regulatory Technician
1 Financial Way 513-794-6765 [Phone]
Mail Location 76B 513-794-4500 [FAX]
Cincinnati, OH 45242

Filing Company Information

The Ohio National Life Insurance Company CoCode: 67172 State of Domicile: Ohio
1 Financial Way Group Code: 704 Company Type: Life and Annuity
Cincinnati, OH 45242 Group Name: ONFS State ID Number:
(513) 794-6100 ext. [Phone] FEIN Number: 31-0397080

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes

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Project Name/Number: Oncore Advantage Group Annuity Contract/
Fee Explanation: Ohio Filing fee is \$50
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Ohio National Life Insurance Company	\$50.00	09/28/2009	30898338

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/06/2009	10/06/2009

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Disposition

Disposition Date: 10/06/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Filing Fee Schedule		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document	Cover Letter		Yes
Form	Group Annuity Contract		Yes
Form	Fixed Account Rider		Yes
Form	Stable Value Fund Account Rider		Yes
Form	Amendment		Yes
Form	Endorsement		Yes
Form	Certificate		Yes
Form	Certificate		Yes
Form	Group Annuity Application		Yes

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Form Schedule

Lead Form Number: FORM GA-09-V-1, ET AL

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	FORM GA-09-V-1	Policy/Cont Group Annuity ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	ga09v1.pdf
	FORM GA-09-FAA-1	Policy/Cont Fixed Account Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	ga09faa1.pdf
	FORM GA-09-SVF-1	Policy/Cont Stable Value Fund ract/Fratern Account Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	ga09svf1.pdf
	FORM GA-6732	Policy/Cont Amendment ract/Fratern al Certificate:	Initial		0.000	GA-6732.pdf

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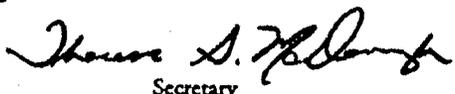
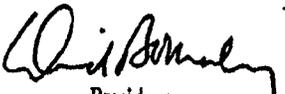
FORM GA-6732-E	Amendmen t, Insert Page, Endorseme nt or Rider Policy/Cont Endorsement ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	GA-6732- E.pdf
FORM GA-09-C-F	Amendmen t, Insert Page, Endorseme nt or Rider Policy/Cont Certificate ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	GA09CF.pdf
FORM GA-09-C-V	Amendmen t, Insert Page, Endorseme nt or Rider Policy/Cont Certificate ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	GA09CV.pdf
FORM 6325	Application/Group Annuity Enrollment Application Form	Initial	0.000	Application Form 6325.pdf

The Ohio National Life Insurance Company



We will Pay the benefits provided in accordance with the terms of this contract.

Signed by Ohio National at its Home Office [One Financial Way, Cincinnati, Ohio, 45242] on the Issue Date shown on the Contract Specifications Page.

[ Secretary  President]

**Payments and Values Provided By This Contract, When Based
On Investment Experience Of A Separate Account, Are Variable
And Are Not Guaranteed As To Fixed Dollar Amount.**

Group Annuity

*Nonparticipating
Fixed Annuities
Variable Annuities
Benefits Nontransferable
Allocated Accumulation Accounts*

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Limitations and Exclusions under the Arkansas Life and Health Insurance Guaranty Association Act

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

Disclaimer

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

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

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

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

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

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

Coverage

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

Exclusions from Coverage

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

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

The Guaranty Association also does NOT provide coverage for:

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

Limits on Amount of Coverage

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

Contract Specifications

Group Number: [GP XXXX] Issue Date: [01/02/2010] Contract Date: [01/02/2010]
 Contractholder: [Trustee, ABC Corporation 401K Plan]
 Plan: [ABC Corporation 401(k) Plan]
 Plan Sponsor: [ABC Corporation]
 Contract State: [OH]
 Minimum Contribution Amount (per Contribution): [\$100]
 Minimum Yearly Contribution Amount (per Contract Year): [\$50,000]
 Maximum Contribution Amount (per Contract Year): [\$500,000]
 Minimum Group Contract Account Value: [\$200,000]
 Separate Account: Ohio National Variable Account C

For Riders, if any, see Page 4.

Contract Charges:

General Administration Charge: [\$0]
 Transfer Fee: [\$10] per transfer (waived for the first [12] transfers per Participant Contribution Account in any Contract Year)
 Fee for Excessive Withdrawals: [\$10] per withdrawal in excess of [12] withdrawals per Participant per Contract Year
 Surrender Charge: The Surrender Charge provisions [apply] to this Contract.
 Surrender Charge Contribution Period: [First [2] Contract Years]
 [Surrender Charge Schedule:

Contract Year	Surrender Charge
[1	[2%
2	2%
3	1.5%
4	1%
5 and after	0%]

]

Variable Account Asset Charge:

Total Assets (Total Group Contract Account Value, excluding outstanding Participant loan balances and amounts withdrawn to purchase individual annuities)	Asset Charge	
	Annual	Daily
[Under \$250,000	[2.20%	[0.0059622%
\$250,000 - \$499,999	1.90%	0.0051568%
\$500,000 - \$999,999	1.80%	0.0048878%
\$1,000,000 - \$1,999,999	1.70%	0.0046185%
\$2,000,000 - \$3,999,999	1.60%	0.0043490%
Greater than or equal to \$4,000,000]	1.50%]	0.0040792%]

The Variable Account Asset Charge Redetermination Period: [quarterly from the Contract Date]

Notice to Arkansas Policyholders

If you have any questions about a problem with your insurance policy, please contact your agent or:

Agency Name
Agency Address
Agency City, State Zip
Agency Phone Number

Ohio National Life
Client Services Division
P.O. Box 237
Cincinnati, Ohio 45201-0237
Toll Free No.: 1-800-366-6654

If you cannot resolve your problem directly with the Insurer, you may contact:

Arkansas Department of Insurance
1200 West Third Street
Little Rock, Arkansas 72201-1904
Toll Free Number: 1-800-852-5494

This notice of complaint procedure is for information only and does not become a part or condition of this policy.

Contract Specifications

Riders:

[Fixed Account Rider:

Guaranteed Interest Period (after the initial interest period): [12 months]

Floor Guaranteed Minimum Interest Rate: [1%]

Definitions

1940 Act

The Investment Company Act of 1940, as amended, or any similar successor federal legislation.

Annuitant

The Participant or any other natural person or persons whose length of life or lives measures annuity payments that involve life contingencies in annuities attributable to the Participant under this Contract.

Annuity Payment Date

The date on which the first of the periodic annuity payments to a Participant is determined and the same day of each month thereafter on which any succeeding annuity payments are due. The first annuity payment will be made as soon as is reasonably practicable (normally within ten Business Days) after the payment amount is determined. Unless otherwise specified, Annuity Payment Dates will fall on the first day of calendar months. If other than the first day of the month and if there is no day in any calendar month corresponding to the specified Annuity Payment Date, the Annuity Payment Date will be the last day of the month.

Business Day

Any day on which Ohio National and the New York Stock Exchange are open for the normal conduct of business.

Code

The Internal Revenue Code of 1986, as amended, and any applicable rulings or regulations thereunder.

Contract Anniversary

Each one-year anniversary of the Contract Date during which this Contract remains in force.

Contract Charges

Contract Charges include the charges, fees and taxes charged under this Contract and described throughout this Contract and/or in the section, **Contract Charges**, below.

Contract Date

The date this Contract becomes effective. The Contract Date shall be the date shown in the **Contract Specifications** or, if later, the date we receive the first contribution. In that event, we will issue an endorsement specifying the Contract Date.

Contract Year

The one-year period beginning on the Contract Date or on a Contract Anniversary, and ending on the day before the next Contract Anniversary.

Contractholder

The entity identified in the **Contract Specifications** as the Contractholder.

Contribution Account

Each Participant Account will include one or more accounts, called Contribution Accounts. A Contribution Account will be established for each different source of funds included in a Participant's Account. We reserve the right to limit each Participant Account to ten Contribution Accounts. Funds allocated to a Contribution Account may be invested in one or more Subaccounts or the Principal Conservation (PC) Account.

Default Investment Option(s)

If a contribution, or any portion thereof, is remitted to the Contract with information or instructions that are not in good order so as to allow us in accordance with the Contract to establish the Participant's Account or a Contribution Account, or to allocate the contribution to the Participant's Account, as applicable, the contribution, or portion thereof, will be allocated to a Default Investment Option until such information or instructions are received in good order. You may designate from time to time one or more Subaccounts or other accounts held in the Separate Account as the Default Investment Option(s), except as restricted or limited by any attached rider(s) or endorsement(s). With respect to Participants for whom we have not received applicable allocation instructions, you may choose Subaccounts that you determine qualify, and we agree to accept, as a Qualified Default Investment Alternative (QDIA) under Section 404(c)(5) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the regulations promulgated thereunder, or you may choose any other investment option held in the Separate Account and available under the Contract. You may also designate a Default Investment Option for the Plan Account. If at any time there is no applicable designated Default Investment Option in effect, then you are deemed to have selected the Money Market Subaccount as the Default Investment Option unless the Stable Value Fund Account is selected as an available investment option under the Contract, in which case you are deemed to have selected the Stable Value Fund Account as the Default Investment Option.

Excess Contributions

Contributions to the Contract in excess of the applicable Code or Plan limits.

Group Contract Account

The overall account of the Contractholder, which includes all Participant Accounts established under this Contract plus the Plan Account.

Home Office

Our principal office in Cincinnati, Ohio, or any other place where our principal office may be located in the future. For any funds, Notices or other documents or instruments to be received by us, they must be received at our Home Office, unless by notice we specify or approve another location.

Notice

The notice required from you or a Participant, or from any person designated by you to provide such notice, for the purposes set forth in this Contract. Such notice must be in written or electronic form acceptable to us, signed by you or such person authorized to provide such notice, and received by us at our Home Office. Unless otherwise stated herein, the notice becomes effective as of the date that all information and requirements are received in good order and we act upon it, subject to any payment made or action taken by us prior to our acting upon the notice, and provided that the action requested in the notice is permitted under the terms and provisions of this Contract.

Participant

Any person participating in the benefits of the Plan whom you so identify pursuant to this Contract.

Participant('s) Account

A single Participant Account shall be established under this Contract for each Participant. Each Participant Account consists of the sum of all its included Contribution Accounts.

Payee

"Payee" is a general reference to the person(s) entitled to receive payment of benefits under this Contract and may include one or more of the Participant, Joint Annuitant, designated Beneficiaries, or other person(s) entitled to receive benefit payments pursuant to this Contract.

Plan

The plan named in the **Contract Specifications**.

Plan Account

An account established under this Contract in which funds not allocated to Participants, or allocated but not yet credited to the Participant's Account, are held temporarily until appropriate instructions in good order are received by us from the Contractholder.

Principal Conservation Account

Any account that we may elect to make available by endorsement or rider attached to this Contract and designate as the Principal Conservation Account (the "PC Account"). The PC Account shall include only one investment option, which does not guarantee gain in the account, and may include:

- (a) a Fixed Account, subject to a market value adjustment for withdrawals and transfers that exceed specified allowances, which is a part of the General Account of the Company and offers a fixed rate of interest; or
- (b) the Stable Value Fund Account whose primary investment objectives are to seek to provide a current return, consistent with, and providing for, maintaining the principal value of the Account; or
- (c) any other investment option that we identify as an eligible PC Account.

In the absence of an endorsement or rider that identifies a PC Account, there is no PC Account as an investment option under this Contract. Once selected, you may not drop or change the selected PC Account without our consent.

Pronouns

"We," "us," and "our" means The Ohio National Life Insurance Company, also referred to as Ohio National or the Company. "You," "your," or "yours" means the Contractholder.

Subaccount(s)

The variable investment options made available under this Contract as described in the **Subaccount Provisions**, below. We reserve the right to limit the number of Subaccounts in each Contribution Account in which a Participant may invest, provided that we will always allow the Participant to invest in at least ten of the available Subaccounts in each Contribution Account.

Surrender Charge

A charge assessed by Ohio National against any withdrawal made from a Participant Account, unless an exception to the charge applies. The Surrender Charge, its applicability and exceptions thereto are described in the **Contract Specifications** and in the section, **Withdrawal Provisions**, below.

Unit

A Unit is an accounting and valuation device used in this Contract for valuing an interest in a Subaccount. In context, the term Unit will refer to either a Subaccount Accumulation Unit or a Variable Annuity Unit, or both. Each is a unit of measure determined separately for each Subaccount. See the **Subaccount Valuation** provision, below, for a description of Subaccount Accumulation Units; and the **Variable Annuity Payments** provision, below, for Variable Annuity Units.

Valuation Period

That period of time from one determination of Subaccount Accumulation Unit and Variable Annuity Unit values to their next determination. Such values will be determined as often as we choose to do so, but will occur at least once each week or as often as required by the 1940 Act.

General Provisions

The Contract

Entire Contract

This contract, the attached amendments, riders and/or endorsements, and the application therefor, a copy of which is also attached (together, the "Contract"), constitute the entire agreement between Ohio National and you, the Contractholder.

Relationship to the Plan

The Plan identified in the **Contract Specifications** is not a part of this Contract nor are we a party to the Plan. Ohio National is not a fiduciary under this Contract or under any such Plan, and is not responsible for the sufficiency of Contractholder contributions to purchase benefits provided by the Plan. Our obligations are strictly limited to those set forth in this Contract.

Modifications

No modification to this Contract shall be valid unless evidenced by an endorsement signed by the President, the Secretary or any other board-elected executive officer of Ohio National or by an amendment signed by you and by one of such officers of Ohio National. No agent of Ohio National is authorized to alter or amend this Contract, to waive any conditions or restrictions contained herein, to extend the time for making payment or to bind Ohio National by making any promise or representation or by giving or receiving any information. This Contract may be modified by written agreement between you and us. No modification shall affect the rights of a Participant, Joint Annuitant, or Beneficiary in or to any annuity effected before the date of modification unless the modification is necessary to secure a tax benefit for you or the Participants, or unless a ruling or determination by a court of law or a government agency indicates that the modification is necessary in order for this Contract or the Plan to satisfy the requirements of any law or regulation administered by such agency. Ohio National may also modify this Contract unilaterally as expressly provided in this Contract or if any governmental agency rules or determines that such modification is necessary in order for this Contract or the Plan to satisfy the requirements of any law or regulation administered by such agency.

Non-Participating

This Contract is non-participating. It does not share in the surplus of Ohio National.

Construction

The singular number shall be construed to include the plural and vice versa, unless the context clearly indicates the contrary. The captions herein are for convenience only and shall not have the effect of modifying any of the express terms or provisions hereof.

Governing Law

Unless otherwise stated herein, this Contract, and its terms and provisions, are governed by the applicable laws and regulations of the state in which this Contract is issued as shown in the **Contract Specifications**. If any provision of this Contract is contrary to any law to which it is subject, the provision is hereby amended to conform thereto.

Contract Administration

Administration of Contract

Ohio National, except as specifically provided or mutually agreed otherwise, shall deal under this Contract only with you. You shall designate in writing to Ohio National the person or persons who are to act as your authorized representative in the administration of this Contract. Until notified in writing of a change of representative, we shall be entitled to rely conclusively, and shall be fully protected by you in acting, upon the written instructions and directions of the designated representative. Under no circumstances shall you be deemed an agent of Ohio National.

Reliance by Ohio National

We may fully rely on your instructions as a proper certification that the benefits are payable in accordance with the terms of the Plan, the Code and any other applicable governmental regulations. We shall not be required to question any action of yours, nor shall we be responsible to see that any action of yours is authorized by the terms of the Plan, or any other document or instrument executed in connection with the Plan. Ohio National shall act only upon Notice from you and shall be fully discharged from any and all liabilities for any amount paid to you or paid in accordance with your directions or for any change made or action taken upon such direction. We shall not be obligated to see that money so paid by Ohio National to you or any person is properly distributed or applied.

Nontransferability of Benefits

No Participant, Joint Annuitant or Beneficiary may sell, assign, discount, or pledge as collateral for a loan or as security for the performance of any obligation or for any purpose, any of such Participant's benefits under this Contract, except as security for a loan made to the Participant pursuant to the provisions of the Plan and this Contract.

Except as otherwise provided by the terms of this Contract or as required by law, no benefits accruing under it shall be subject to commutation, anticipation, encumbrance or transfer by any Participant, Joint Annuitant or Beneficiary. To the extent permitted by law, none of the benefits, payments or proceeds of this Contract shall be subject to any claim or legal process by a creditor of any Participant, Joint Annuitant or Beneficiary.

Information Furnished by Contractholder

Information To Be Furnished in Good Order

For information furnished by you to be in good order, it must include all information and documents which we may reasonably require for the administration of this Contract. We are entitled to rely upon information furnished by you. We reserve the right, but are under no obligation, to inquire into the accuracy and completeness of such information and documents and to inspect the applicable records of the Contractholder at any time. We are entitled to evidence satisfactory to us of the survival or death of any person on whose survival or death any payment depends. If you cannot supply any information required under this Contract, we may, at our option, request the person concerned to furnish such information. Ohio National is not liable to take any action or incur any obligations until we receive, in a form satisfactory to us, the information upon which such actions or obligations depend.

Additional Information

We reserve the right to request, and you agree to provide, as requested, any additional information we may reasonably need in order to fulfill any obligations we have under any applicable state or federal laws or regulations or which might be requested by any applicable regulatory authority.

Payments

Place of Payment

Unless otherwise expressly stated herein, payments made by or to Ohio National under this Contract shall be made at our Home Office.

Facility of Payment

If any Payee under this Contract is a minor or, in our opinion, is otherwise incapable of giving a valid receipt and discharge for any payment due, we may, at our sole option, make payment to the person or persons who, in our opinion, are equitably entitled to payment by reason of their caring for and supporting such Payee until claim is made by a duly appointed guardian or other legal representative of such Payee. Payment to such person or persons will constitute a complete discharge of Ohio National's liability to the extent of such payments, and we will not be obliged to see to the application of any money so paid.

Right to Defer Payment

Ohio National shall have the right to defer making calculations of Unit Values, transfers to or from the affected Subaccounts, or payment of the Withdrawal Amounts, as applicable, during any period in which

- (a) the New York Stock Exchange (NYSE) is closed or trading on the NYSE is restricted as determined by the Securities and Exchange Commission (SEC) or other applicable regulatory authority having jurisdiction;
- (b) the SEC or other applicable regulatory authority by order permits postponement for the protection of contractholders or participants;
- (c) a state of emergency exists, as determined by the SEC or other applicable regulatory authority, as a result of which disposal of securities is not reasonably practicable or it is not reasonably practicable to determine the net asset values of Portfolio Shares held in the Subaccounts of the Separate Account; or
- (d) we are required to withhold the withdrawal or transfer for any period of time by any other applicable law, regulation or court order.

Subaccount Provisions

Separate Account

All Subaccounts made available under this Contract are held and maintained in a Separate Account. A Separate Account is an account which is segregated from the general funds of Ohio National and is established by us under Ohio law to provide variable benefits. Any income, gains or losses, whether realized or unrealized, from the assets in a Separate Account will be credited to or charged against such account without regard to the other income, gains or losses of the Company. Ohio National has and shall continue to have sole and complete ownership and control of all assets held in any Separate Account, but that portion of the assets of a Separate Account equal to the reserves and other contractual liabilities under all Contracts identified with the Separate Account will not be chargeable with any liabilities arising out of any other business of the Company. Any Separate Account to which the Subaccounts and corresponding benefits under this Contract relate is identified in the **Contract Specifications** and herein called a "Separate Account."

Subaccount Investment Options

Each Subaccount invests its allocated funds from this and other contracts in a single open-end investment company registered under the 1940 Act. Each investment company has available "Portfolios" and shares issued by such Portfolios are referred to as "Portfolio Shares." The funds allocated to a Subaccount will be used to purchase Portfolio Shares at their net asset value. Any and all distributions made by a Portfolio, in respect to Portfolio Shares held by the Subaccount, will be reinvested to purchase more Portfolio Shares at net asset value. Deductions and withdrawals from the Subaccount may be made by redeeming a number of Portfolio Shares, at net asset value, equal in total value to the amount to be deducted or withdrawn. The current report or prospectus for each Portfolio describes how that Portfolio's assets are valued and the net asset value is determined.

You do not own any Portfolio Shares held in a Subaccount. Instead, your contributions, transfers and other additions that are allocated to a Subaccount pursuant to this Contract are converted to, accounted for and recorded in Subaccount Accumulation Units of that Subaccount. See the **Subaccount Valuation** provision, below.

We will seek instructions for the voting of Portfolio Shares held on account of your Group Contract Account Value held in the Separate Account or that represent actuarial liability under this Contract for variable annuity payments being made to Participants who have elected a variable annuity pursuant to the **Annuity Provisions** section, below. From time to time, we will send you reports on the Portfolio, prospectuses, proxy material and a form with which you may instruct us how to vote Portfolio Shares.

Adding or Deleting Subaccounts

If there is an addition, substitution or deletion of a Subaccount or a change in the operation of a Separate Account, we will provide notice to you and take such other action as may be necessary and appropriate to make the addition, substitution or deletion. See, also, the **Closed, Deleted or Unavailable Investment Options** provision, below.

Contributions; Allocations; Transfers

Contributions, Generally

A contribution is any amount you pay or transfer to us for investment in the Subaccounts and the PC Account selected under this Contract. Contributions remitted to this Contract will be allocated to Participant Accounts in accordance with the provisions of this Contract and may be invested in the Subaccounts and the PC Account selected by you. All contributions are payable at our Home Office by you, denominated in United States currency. Upon receipt by us, such contributions become the absolute property of Ohio National, subject only to our obligations under this Contract. Contributions may vary in amount and frequency, provided that:

- (a) Contributions for the current year shall be sufficient to maintain the Plan as a qualified plan under the Code and shall not, without our consent, exceed any limitations in effect under the Code;
- (b) Contributions shall not be made more frequently than weekly without our consent; and
- (c) Each contribution shall be at least equal to the Minimum Contribution Amount and the total contributions for any Contract Year shall not exceed the Maximum Contribution Amount, as set forth in the **Contract Specifications**, without our consent.

Sources of Contributions

The sources of contributions may include amounts paid by you on behalf, or for the benefit, of the Participants; amounts transferred to this Contract from another group annuity, whether or not issued by us; amounts transferred from another qualified plan; and any other amounts approved by us and remitted to us under this Contract; provided in each such case that the contribution is permitted under the Plan and by applicable state and federal law. If any such amounts are transferred or rolled over from another retirement program, such transferred or rolled over amounts as you may identify shall be credited as a transfer or rollover contribution under the appropriate Participant Account and tracked within this Contract accordingly.

Excess Contributions

If any Excess Contributions are remitted to the Contract and if the Plan and Code allow such excess amounts to be withdrawn from the Plan, the Excess Contributions shall be withdrawn, without regard to gains or losses unless otherwise required by applicable law, from the Plan Account or Contribution Accounts to which such Excess Contributions were credited. The Excess Contributions, so determined, will be returned to whomever you direct pursuant to the Plan upon our receipt of Notice from you. In the Notice, you shall specify the amount of the Excess Contribution, certify that such amount exceeds the applicable limitations imposed under the Plan or Code, certify that its return is permitted and authorized by the Plan and applicable provisions of the Code, and provide such additional information as needed for us to return the Excess Contributions. If your Notice is not received by us within two years after the date of our receipt of the Excess Contribution, we are not required to return the Excess Contributions to you. However, if we elect to return the Excess Contributions, we may impose such additional terms and conditions as we determine that are not inconsistent with the terms of this provision. Any such return of Excess Contributions shall not be subject to a Surrender Charge.

Allocation of Contributions

Contributions received at our Home Office, less any premium tax deducted at the time the contribution is made, shall be credited to the appropriate Contribution Accounts of each of the Participant Accounts as directed by you in your Notice containing allocation instructions.

You shall provide such Notice no later than when we receive the subject contribution. Your Notice of allocation instructions shall specify the source and the portion of each net contribution made that shall be credited to each Contribution Account within each Participant Account. The Notice shall further provide the Participant's instructions applicable to each Contribution Account for allocating contributions, which shall be in form acceptable to us. The Participant's instructions shall specify the portion (in increments of 1%) of the amount to be allocated and credited to the various Subaccounts and the PC Account selected under the Participant's Contribution Account. We reserve the right to limit the number of Subaccounts in each Contribution Account to which a Participant may allocate, provided that we will always allow the Participant to allocate to at least ten of the available Subaccounts in each Contribution Account. The Participant's allocations for any Contribution Account may be changed by Notice provided to us no later than the date we receive any affected contribution. We reserve the right to limit the number of times in any calendar month that the Participant's allocations for a Contribution Account may be changed.

Initial Contribution to a Participant Account

The initial contribution on behalf of a Participant shall be credited and allocated to the Participant Account as of the end of the Valuation Period in effect on the later of (i) the date we receive the initial contribution allocated to the Participant or (ii) the date we receive at our Home Office the data in good order required to establish the Participant Account, including its Contribution Account(s) and any selected Subaccounts and the PC Account, and all applicable instructions needed to make the allocations. If a contribution is remitted to the Contract without sufficient instructions to allocate such funds to Participants and we have not received such instructions within five Business Days of our receipt of the contribution, the funds will be credited to the Plan Account and invested in the Default Investment Option for the Plan Account until such time that you provide Notice to us of your allocation instructions. Upon receipt of instructions in good order, the balance of the contribution, adjusted for any gains or losses from the Default Investment Option, shall be allocated accordingly.

Subsequent Contributions to Participant Accounts

Subsequent contributions are allocated to the Participants' Contribution Accounts at the end of the Valuation Period in effect on the date that we receive the contribution or, if later, the date that we receive all data necessary to complete the allocation.

If a contribution is received by us and there are no applicable instructions for allocating all or some portion of the contribution to Participants and if we have not received such instructions in good order within five Business Days of our receipt of the contribution, that amount shall be credited to the Plan Account and invested in the applicable Default Investment Option until such time that you provide appropriate Notice to us of your allocation instructions for such portion. Upon receipt of instructions in good order, the balance of such portion of the contribution, adjusted for any gains or losses from the Default Investment Option, shall be allocated in accordance with the instructions.

If there are no Participant allocation instructions applicable to a particular amount credited to a Participant's Contribution Account, we shall process the credits in accordance with the standing allocation instructions in effect for the most recent of previous contributions to that Participant's Contribution Account. If there are no previous allocation instructions, we will process the credits in that Contribution Account in accordance with the most recently established allocation instructions for any other Contribution Account in the Participant's Account. If we are not able to determine the most recently established allocation instructions for any other Contribution Account and we have not received allocation instructions from you within five Business Days of our receipt of the contribution, the contribution will be allocated in the Participant's Contribution Account to the Default Investment Option applicable to that Participant.

Transfers between Subaccounts and the Principal Conservation Account

Subject to the limits set forth in this Contract, including any limitations or restrictions set forth in an applicable endorsement or rider, you may request by Notice that all or a portion of the amounts credited to a Subaccount or the PC Account be withdrawn therefrom and transferred to one or more of the other Subaccounts or the PC Account within a Participant's Contribution Account. The request may not, without our consent, be changed or revoked less than seven days before the date on which the transfer would otherwise be made. Such transfers shall be made as of the end of the Valuation Period within which Notice becomes effective. However, we reserve the right to defer making transfers to or from any Subaccount in accordance with the **Right to Defer Payment** provision, above, and the **Transfer Limitations** provision, below, or in accordance with the provisions of any endorsement or rider establishing one or more PC Accounts.

The amount to be transferred and the Subaccounts and the PC Account to be used must be specified by you. We may require that any transfer be at least [\$500] or, if less, the entire balance of the Participant's share of the subject Subaccount or the PC Account on the date of transfer. Within a given Contribution Account, we may deduct from the Participant's Subaccounts or the PC Account a transfer fee for each transfer. See the **Transfer Fees** provision, below.

Closed, Deleted or Unavailable Investment Options

If

- (a) a Subaccount or the PC Account is deleted, no substitute investment option is provided by us, and funds accumulated therein under this Contract must be transferred to another investment option; or
- (b) funds directed into a Subaccount or the PC Account cannot be accepted pursuant to the terms of this Contract or any attached rider, or are rejected, by such Subaccount or PC Account;

and if we have no or insufficient instructions or rules under this Contract for allocating or reallocating the affected funds and do not receive such instructions within five Business Days of an event described in (a) or (b), then such funds shall be credited to the Plan Account or Participant's Contribution Account, as appropriate, and allocated to the applicable Default Investment Option.

Transfer Limitations

The right to make transfers between Subaccounts is subject to modification, if we determine, in our sole opinion, that exercising that right by one or more Participants with investments in such Subaccounts is, or might be, to the disadvantage of other Participants or other contractholders. Any modification could be applied to transfers to, or from, some or all of the Subaccounts and could include, but not be limited to:

- (a) the requirement of a minimum time period between each transfer;

- (b) not accepting transfer requests of an agent or representative acting under a power of attorney or on behalf of more than one Participant;
- (c) limiting the number of transfers that may be transacted in any period of time;
- (d) limiting the dollar amount that may be transferred between the Subaccounts by a Participant at any one time; or
- (e) assessing a redemption fee.

Such restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right that is considered by us to be to the disadvantage of other Participants or contractholders.

The right to make transfers is subject to the administrative procedures and limitations that we have established and may adopt from time to time upon notice to you in order to maintain an orderly system for processing transfers.

Reallocation of Participant Accounts by Contractholder

You, in accordance with the provisions of the Plan, may direct us by written Notice to reallocate all or a portion of any forfeited Account Value of any Participant among other Participant Accounts or apply such forfeited amount to pay Plan expenses or offset future contributions. We may require that you certify in your Notice that such reallocation or payment is in accordance with the Plan provisions and the Code. Any such amount not allocated to other Participants shall be credited to the Plan Account.

Account Valuation Provisions

Group Contract Account Value

The Account Value of the Group Contract Account is the total sum of the Account Values of all included Participant Accounts, plus the Plan Account.

Participant Account Value

For any given Valuation Period, the Account Value of any Participant Account is equal to the sum of the values of its included Contribution Accounts. The value of any Contribution Account for any Valuation Period is equal to the value of the Participant's allocated investment in all Subaccounts and the PC Account selected in such Contribution Account. (See the **Subaccount Valuation** provision, below, for the determination of the value of that portion of a Participant's Contribution Account allocated to Subaccounts. The value of any portion of a Participant's Contribution Account allocated to any PC Account is determined in accordance with the provisions of the endorsement or rider establishing such PC Account.)

Subaccount Valuation

Subaccount Accumulation Units

"Subaccount Accumulation Units" are Units used to represent, record and value a Participant's allocated investment in a Subaccount. Any dollar amount contributed, transferred or otherwise credited to a Participant's Contribution Account and allocated to a Subaccount, as well as any dollar amount charged against, withdrawn, transferred or otherwise debited from that portion of a Participant's Contribution Account allocated to a Subaccount, will be converted by us into, and recorded as, Subaccount

Accumulation Units of that Subaccount. The number of Units will be equal to the quotient of such dollar amount divided by the applicable Subaccount Accumulation Unit Value in effect for the Valuation Period in which the dollar amount is being converted. The number of Units so determined for any dollar amount credited will be added to the Units held in that Participant's Contribution Account. The number of Units so determined for any dollar amount debited will be subtracted from the Units of that Subaccount held in the Participant's Contribution Account.

Determination of Subaccount Accumulation Unit Value

The initial Subaccount Accumulation Unit Value for a Subaccount is set as of the end of the Valuation Period that any contribution under this Contract is first allocated to that Subaccount. The initial value will be equal to the Subaccount Accumulation Unit Value in effect at the end of that Valuation Period and applicable to like contracts having the same Variable Account Asset Charge rate as then in effect under this Contract.

The Subaccount Accumulation Unit Value for a Subaccount will vary and may increase or decrease for each later Valuation Period. Such value for any current Valuation Period is determined by multiplying the Subaccount Accumulation Unit Value for the immediately preceding Valuation Period by the Net Investment Factor for the Subaccount for the current Valuation Period. The value of a Subaccount Accumulation Unit for any Valuation Period is determined as of the end of such Valuation Period.

Net Investment Factor

The "Net Investment Factor" is a factor used in calculating the current value of a Unit. It is determined separately for each Subaccount for each Valuation Period and reflects the investment results for that Subaccount for the Valuation Period, after provision for any applicable taxes and after deduction of the Variable Account Asset Charge in effect for such Valuation Period. The Net Investment Factor for a Subaccount is calculated by dividing (a) by (b), then subtracting (c) from the result, where:

- (a) is
 - (1) the net asset value of a Portfolio Share in that Subaccount determined as of the end of a Valuation Period, plus
 - (2) the per share amount of any dividends or other distribution declared by the Portfolio (as of the ex-dividend date, i.e., the date as of which dividends on Portfolio Shares have been paid out to owners of record) during the Valuation Period, adjusted by
 - (3) a per share charge or credit with respect to any taxes reserved for or paid, if any, which we determine to be attributable to the maintenance or operation of the Subaccount;
- (b) is the net asset value of a Portfolio Share in that Subaccount, adjusted by a per share credit or charge for any taxes reserved for or paid, if any, determined as of the end of the prior Valuation Period; and
- (c) is the sum of the daily Variable Account Asset Charges (described in the Contract Charges section, below) for the days included in such Valuation Period.

Effect of Change in the Variable Account Asset Charge

In the event the Variable Account Asset Charge is increased or decreased as a result of a change in the level of the total Group Contract Account Value (see the **Variable Account Asset Charge** provision, below), the number of Subaccount Accumulation Units held in each Subaccount selected in a Participant's Account will be recalculated in order to reflect the change in the Variable Account Asset Charge.

Beginning with the Valuation Period in which the change in the Variable Account Asset Charge takes effect, the Subaccount Accumulation Unit Value for each Subaccount will be calculated based on the new Variable Account Asset Charge. The new number of Subaccount Accumulation Units held in each Subaccount selected in a Participant's Account will be determined by multiplying (a) by (b) and dividing by (c), where:

- (a) is the Participant's number of Subaccount Accumulation Units (based on the Variable Account Asset Charge in effect immediately prior to the change) held in a Subaccount as determined at the end of the Valuation Period in which the change in the Variable Account Asset Charge takes effect;
- (b) is the Subaccount Accumulation Unit Value (based on the Variable Account Asset Charge in effect immediately prior to the change) for the Subaccount at the end of the Valuation Period in which the change takes effect; and
- (c) is the Subaccount Accumulation Unit Value (based on the new Variable Account Asset Charge) in effect for the Subaccount at the end of the Valuation Period in which the change takes effect.

Value of Participant's Contribution Account Allocated to Subaccounts

For any given Valuation Period, the value of a Participant's Contribution Account allocated to Subaccounts will equal the sum of the amounts determined by multiplying the number of Subaccount Accumulation Units held in the Contribution Account for each Subaccount by the applicable Subaccount Accumulation Unit Value in effect for such Units for the Valuation Period.

Withdrawal Provisions

Withdrawals

Prior to notification of Contract termination, but not thereafter, you may direct by Notice, subject to our receipt of due proof in good order, that we withdraw all or any portion of a Participant's Account to pay Plan benefits or make other payments, as permitted under the Plan, subject to the provisions and conditions of this Contract. The payment shall be as directed by you and may be in a lump sum or, if applicable, as an annuity under one of the options in the **Annuity Provisions** section, below, to provide:

- (a) Plan benefits for retirement (provided the Participant is [55] years of age, or older, and otherwise satisfies the requirements for retirement as defined in the Plan), disability, death, financial hardship, or loans; other Plan benefits that, by applicable provisions of the Code, are required to be made available; required minimum distributions pursuant to the Code; or eligible rollovers (as defined in the Plan) which are transferred directly to another contract issued by us or one of our affiliates. Any such withdrawal shall not be subject to a Surrender Charge;
- (b) return of Excess Contributions pursuant to the **Excess Contributions** provision, above, payment of Contract Charges and payment of any Plan expenses that we agree can be paid and deducted from the Participant Accounts or the Plan Account. Any such withdrawal shall not be subject to a Surrender Charge;
- (c) Plan benefits for termination of employment, with the following exceptions, each of which shall be subject to a Surrender Charge:
 - (1) termination of employment as a result of a reorganization, merger, liquidation or consolidation of the employer's business, if the Participant either continues to be employed by the new employer or is the successor to the business following such an occurrence;

- (2) termination of employment in connection with the disposition of all or a portion of the employer's business if the Participant either continues to be employed by the new employer or is the successor to the business following such occurrence; or
- (3) termination of employment if such termination is not considered as a severance from employment under published guidance and rulings issued by the Internal Revenue Service ("IRS"); or
- (d) pre-retirement distributions, and any Plan benefits or distributions not otherwise listed in paragraphs (a) through (c), above. Any such withdrawal is subject to a Surrender Charge.

Notwithstanding the exemptions from a Surrender Charge set forth in subparagraphs (a) through (c), above, we reserve the right to assess a Surrender Charge, as may be applicable, if the purpose of any such withdrawal is being mischaracterized with an intent to circumvent a Surrender Charge which would otherwise be assessed against such withdrawal. See the **Surrender Charge** provision, below.

Notice Requirements for Withdrawals

Your Notice must include the amount, form and instructions for payment of the withdrawal, and must include your certification as to the nature and purpose of the withdrawal. You assume full responsibility for determining whether any withdrawal is permitted under applicable law and under the terms of the Plan. Ohio National may rely solely upon your representations made in the withdrawal Notice.

Notwithstanding, we reserve the right to request any additional information we deem necessary to process a withdrawal and the right to audit Plan records and any other relevant materials to verify the basis of any withdrawals.

Minimum Payment Amounts

We reserve the right to require that the amount of any partial withdrawal be greater than the minimum amount of [\$500], and not more than the amount that would cause the Participant Account Value to fall below the minimum amount of [\$5,000].

Determination of Withdrawal Amount and Net Withdrawal Amount

The "Withdrawal Amount" is the total amount that will be withdrawn from the Participant Account(s) pursuant to your request for a withdrawal, including all applicable charges under the Contract. The Withdrawal Amount equals the sum of the Net Withdrawal Amount; plus any applicable Surrender Charge; plus any other Contract Charges allocable to the amount being withdrawn and which have not previously been deducted or otherwise accounted for; plus any other charges specified in any attached endorsement or rider, if applicable; plus any tax withholding requested or required. The "Net Withdrawal Amount" is the net dollar amount paid to you as a result of your request for a withdrawal net of any adjustments for the charges and withheld taxes described in the preceding sentence.

Deduction of Withdrawal Amount from Contribution Accounts

You may tell us how much of the Withdrawal Amount to deduct from each Subaccount or the PC Account in the Participant's Contribution Accounts. If you do not, the Withdrawal Amount will be deducted from each Subaccount or the PC Account in each of that Participant's Contribution Accounts in the same proportion that each such Subaccount's or PC Account's value bears to the total of that Participant's Account Value on the date we receive your Notice requesting a withdrawal in good order in our Home Office, subject to the provisions of any attached endorsement or rider that may be applicable to any portion of the Withdrawal Amount.

Payment Provisions

The Net Withdrawal Amount will normally be paid within [seven] days after our receipt of your Notice in good order at our Home Office, or such later date specified in your Notice, provided that we may defer the calculation or payment of such amount in accordance with the **Right to Defer Payment** provision, above, or as otherwise allowed by law.

Surrender Charge

The **Contract Specifications** indicate whether or not this Contract is subject to Surrender Charges. If applicable, any amount that is withdrawn from the Contract, except (a) as excluded in the **Withdrawals** provision, above, or (b) to purchase an annuity pursuant to the **Annuity Provisions** section, below, shall be subject to a Surrender Charge. The Surrender Charge is a percentage of the Participant's Contribution Account Value withdrawn that is attributed, as provided below, to the contributions remitted to the Contract on behalf of the Participant during the Surrender Charge Contribution Period, as shown in the **Contract Specifications**, and allocated to the Contribution Account from which such withdrawal is taken. The percentage varies by the Contract Year in which the withdrawal is made. The Surrender Charge percentage applied during each Contract Year is set forth in the Surrender Charge Schedule in the **Contract Specifications**. For the purpose of determining the Surrender Charge, withdrawal amounts subject to this **Surrender Charge** provision will be allocated first to contributions credited to the Participant's Contribution Account (excluding any loan repayments made by the Participant) in the order received under the Contract and then to any earnings. The amount withdrawn from a Participant's Contribution Account that is subject to a Surrender Charge shall not exceed the sum of all contributions (excluding any loan repayments made by the Participant) credited to the Participant's Contribution Account during the Surrender Charge Contribution Period, reduced by the sum of all previous withdrawals subject to a Surrender Charge and attributed to such contributions. The Surrender Charge will be deducted from the Participant's Contribution Account in the manner described in the **Deduction of Withdrawal Amount from Contribution Accounts** provision, above.

Excess Withdrawals

We reserve the right to assess an administrative fee for each Participant withdrawal from the Participant's Account during any Contract Year in excess of the number of free withdrawals as shown in the **Contract Specifications**. See the **Fee for Excessive Withdrawals** provision below.

Annuity Provisions

Notice to Purchase Annuity

Upon receipt of written Notice from you, we shall apply all or a portion of the Account Value (subject to applicable charges that are not included in Unit Values) of a Participant Account for the purpose of purchasing an annuity to provide benefits under the Plan. Your Notice must include certification of the purpose for the annuity and specify its effective date, the form of annuity elected from the Optional Forms listed below, the form of payment elected, identification of all Payees and such additional information as we may require to issue the annuity including satisfactory evidence of age and other relevant data about any Payee. All necessary instructions, information and data must be received by us at our Home Office at least [ten] days before the first Annuity Payment Date.

Priority of Payments

Annuity payments due during the lifetime of the Participant shall be made to the Participant. Annuity payments under a joint and survivor annuity which are due after the death of the Participant and during the lifetime of the Joint Annuitant shall be made to the Joint Annuitant. Annuity payments under an annuity with payments certain which are due after the death of the Participant and the Joint Annuitant, if any, shall be made to the Beneficiary, if any and if living, otherwise to the estate of the last surviving Payee.

Optional Forms of Annuities

The forms of immediate annuities available under this Contract are as follows and, except as otherwise indicated, each is available on a fixed or variable annuity basis, or both:

Single Life Annuity Options

Nonrefund. We will make annuity payments during the lifetime of the Annuitant. No payments are due after the death of the Annuitant.

Period Certain. We will make annuity payments for the period(s) of years as shown in the attached applicable Unisex Annuity Option Tables, and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the period certain.

Installment Refund (available for Fixed Annuity only). We will make annuity payments for a period certain and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the period certain. The number of period-certain payments is equal to the amount applied under this installment refund option divided by the amount of the first annuity payment; provided, however, that the amount of the final period-certain payment shall be multiplied by that part of the preceding quotient that is not an integer.

Joint and Survivor Life Annuity Options

Joint and Survivor Nonrefund. We will make annuity payments during the joint lifetime of the Annuitant and Joint Annuitant. Payments will then continue during the remaining lifetime of the survivor of them. No payments are due after the death of the last survivor of the Annuitant and Joint Annuitant.

Joint and Survivor with Period Certain. We will make annuity payments for the period(s) of years as shown in the attached applicable Unisex Annuity Option Tables, and after that during the joint lifetime of the Annuitant and Joint Annuitant. Payments will then continue during the remaining lifetime of the survivor of them. No payments are due after the death of the survivor of the Annuitant and Joint Annuitant or, if later, the end of the period certain.

Other Agreed Forms

Any other forms mutually agreed upon between you and us. If the annuity form selected is not included in the attached Annuity Option Tables, the amount of monthly income shall be based on rates determined in the same manner as those found in such Tables.

Reserved Right to Modify Rates

On the fifth and any subsequent Contract Anniversary, we may unilaterally modify the basis of annuity purchase rates, provided that we may not modify such basis more than once in any five-year period. We will give written notice to you at least 90 days before the effective date of the modification. No modification will affect any annuity purchased by means of a withdrawal from a Subaccount or the PC Account prior to the date of the modification.

Determination of Account Value to be Applied

The Account Value to be applied to purchase an annuity shall be determined on the first Annuity Payment Date. Any applicable premium tax or similar state or local tax will be deducted at that time, if it was not deducted earlier. Unless you request otherwise, the amount of the Participant Account Value to be applied will be withdrawn from all Subaccounts and the PC Account in all of Participant's Contribution Accounts on a pro rata basis. You may elect to have the amount necessary to purchase the annuity withdrawn from the available Subaccounts and the PC Account in a different proportion than provided above. Such election must be made by Notice received by us at least ten days before the first Annuity Payment Date.

Minimum Monthly Payment

If any monthly annuity payment would be less than [\$100], we reserve the right to change the frequency of payment so that such payment is at least [\$100]. If the purchase payment required to effect an annuity is less than [\$5,000], we reserve the right to terminate our liability and make settlement by payment of a single sum to the person who would otherwise have received the first monthly annuity payment.

Fixed Annuity Payments

The dollar amount of each periodic payment of a fixed annuity will be determined on the first Annuity Payment Date. The dollar amount of each monthly payment will be based upon the greater of the rates for the age(s) of the Participant and Joint Annuitant, if any, as set forth in the applicable Annuity Option Tables attached to this Contract or the rates for the fixed-dollar single premium immediate annuities being issued by us on the Annuity Payment Date.

Variable Annuity Payments

First Payment

The dollar amount of the first payment of each variable annuity will be determined on the first Annuity Payment Date and will be derived from the applicable Annuity Option Tables attached to this Contract or any other option table to which we and you agree for the age(s) of the Participant and Joint Annuitant, if any, on the Annuity Payment Date.

Subsequent Payments

The dollar amount of each variable annuity payment after the first will be determined using Variable Annuity Units that may be allocated to one or more Subaccounts. "Variable Annuity Units" are Units used to represent and value that portion of a Participant's (or subsequent Payee's) variable annuity payment derived from a designated Subaccount. The number of Variable Annuity Units of each Subaccount to be credited to the annuity is determined by dividing that part of the first variable annuity payment apportioned to each Subaccount by the Variable Annuity Unit Value of that Subaccount in effect for the same Valuation Period used to determine the Account Value applied to purchase the annuity. The dollar amount of each variable annuity payment after the first is equal to the sum of the amounts determined by multiplying the number of Variable Annuity Units allocated to each Subaccount by the Variable Annuity Unit Value of the applicable Subaccount for the Valuation Period, selected by us and uniformly applied, which is not more than ten Valuation Periods before the due date of each such payment.

Variable Annuity Unit Value

At any time a Participant elects an annuity under this Contract, the initial value of a Variable Annuity Unit for each Subaccount is determined as of the end of the Valuation Period used to determine the Account Value applied to purchase the annuity. The initial value will be equal to the Variable Annuity Unit Value in effect at the end of that Valuation Period and applicable to like contracts having the same Variable Account Asset Charge rate as then in effect under this Contract. The Variable Annuity Unit Value for a current Valuation Period applicable to that Participant shall be determined as follows:

- (a) multiply the Variable Annuity Unit Value for that Subaccount for the immediately prior Valuation Period by the Net Investment Factor (using the Variable Account Asset Charge in effect for the same Valuation Period used to determine the Account Value applied to purchase the annuity) for that Subaccount for such current Valuation Period, and then
- (b) multiply the product by a factor to neutralize the effective annual interest rate assumed in the Annuity Option Tables used.

As an example, for an assumed effective annual interest rate of 3 percent, this factor for a one-day Valuation Period is 0.9999190.

Change in Subaccounts

After variable annuity payments have been made for at least 12 months, the Payee(s) may, no more than once in any calendar quarter without our consent, change all or part of the investment upon which variable annuity payments are based from one or more Subaccounts to one or more other Subaccounts. To do this, we will convert the number of Variable Annuity Units being changed to the number of Variable Annuity Units of the Subaccounts to which the Payee(s) are changing so as to result in the next variable annuity payment being of the same amount that it would have been without the change. After that, variable annuity payments will reflect changes in the values of the new Variable Annuity Units. The Payee(s) must give us Notice at least 30 days before the due date of the first variable annuity payment to which the change will apply.

Certificates

Ohio National will issue to each Participant to whom retirement income benefits are being paid an individual immediate annuity contract or a certificate summarizing the annuity benefits.

Beneficiary

At the time an annuity with payments certain is to be effected, a Beneficiary may be designated to receive any benefits due after the death of the Participant and Joint Annuitant, if any. The designation may thereafter be changed without consent of the Beneficiary, provided, however, the Beneficiary's consent is required to change an irrevocable designation. All beneficiary designations or changes shall be made in writing on forms satisfactory to us. Such designations or changes shall take effect on the date executed, but shall not prejudice any payments made by us in good faith prior to Notice of such designation or change.

Misstatement of Essential Data

When any of the data on which the effecting of an annuity depends has been misstated, the liability of Ohio National shall be limited to the annuity which could have been purchased on the basis of the true data and the amount allocated to purchase the annuity unless you and we mutually agree on some other equitable adjustment. The amount of any underpayments previously made by us shall be paid with the next payment due under the annuity. The amount of any overpayments previously made by us shall be deducted, to the extent possible, from subsequent payments due under the annuity and any amount not so deducted may be recovered directly by us from the Annuitant, Joint Annuitant or other Payee.

Limitation on Payments

The value of any annuity to be purchased or other benefit payable by Ohio National under this Contract will be limited to the available credit balances of the underlying Subaccounts or the PC Account, provided, however, that the value of any annuity purchased may not exceed [\$1,500,000] without our consent.

Restrictions under Federal Law

Benefits available under this Contract are subject to any restrictions or limitations required and imposed on the Plan by the Code or ERISA. In no event may any Plan funds credited to the Contract revert to any employer, except as permitted by the Code and ERISA.

Loan Provisions

Loans, Generally

If the Plan allows Participants to make loans against their Participant Accounts, then we will process such loans subject to the terms, limitations and conditions described below. We will not be responsible for determining whether any loans are in accordance with the terms of the Plan, itself, or applicable laws or regulations.

Loan Conditions

The minimum loan amount is [\$1,000], unless we consent to a lower minimum loan amount as established by your Plan. The maximum loan amount and the total value of all outstanding loans to a Participant may not exceed any maximum amounts established by the Code, applicable IRS regulations, the Plan, or our loan limitations then in effect.

Loan Processing

Upon our receipt of your Notice in good order requesting a Participant loan, we will withdraw an amount equal to the loan amount from the Contribution Accounts in the Participant's Account equal to the amount of the loan requested. We will promptly remit that amount to the Participant. The amounts withdrawn from the Participant's Contribution Accounts will be in accordance with the instructions set forth in the Notice. If we do not receive such instructions, the loan amount will be deducted from the Subaccounts and the PC Account in the Participant's Contribution Accounts as permitted under the Plan and as we may reasonably determine in accordance with our loan processing procedures.

Loan Interest Rate

Loan interest will be assessed against a Participant's loans in the manner described in the Plan, provided that the loan interest rate must be sufficient to comply with any applicable legal requirements and it must be at a fixed rate. Interest must be payable at least on a quarterly basis.

Repayment of Loan

When the outstanding principal balance of a loan and/or interest are paid by a Participant, in whole or in part, the amount repaid will be credited to the Participant's Contribution Accounts from which the loan amounts were withdrawn in proportion to the loan amounts so withdrawn. The payment credited to a Contribution Account will be allocated to the investment options selected in such Contribution Account in accordance with the Participant's current allocation instructions for such Contribution Account. If we do not have current allocation instructions from the Participant for a Contribution Account, we will credit the payment to the Contribution Account and allocate it to the applicable Default Investment Option.

Loan Termination

If we become aware that a loan, loan interest, or any portion thereof, is not paid when due, we will not declare the loan in default, report it as a deemed distribution or take any action to reduce the Participant's Account without Notice from you (or the Plan Administrator, as appropriate) providing direction. If we do not receive any such direction from you within 180 days, we reserve the right to treat the entire loan balance as a distribution. Notwithstanding the foregoing, we will process any outstanding loan balances as follows under the circumstances indicated.

- (a) After Plan termination, the outstanding loan balance will be reported to the Participant as a deemed distribution.
- (b) After Contract termination where the net value (see, **Payment Amount upon Termination**, below) of the Group Contract Account, including the Participant's Account, is transferred to another funding vehicle, the outstanding loan balance will be transferred to the new funding vehicle.
- (c) After the Participant's Account is otherwise withdrawn or transferred from this Contract, the outstanding loan balance will be reported to the Participant as a deemed distribution.

Contract Charges

Variable Account Asset Charge

A Variable Account Asset Charge is assessed each day against the assets held in the Separate Account(s). This charge will vary according to the level of the total Group Contract Account Value. For the purpose of calculating the total Group Contract Account Value, the outstanding balances of all Participant loans against the Contract are excluded as well as any amounts withdrawn from the Contract and applied to purchase an annuity pursuant to the **Annuity Provisions** section, above.

The ranges of Variable Account Asset Charges are set forth on an annual and daily basis in the **Contract Specifications**. The initial Variable Account Asset Charge is determined on the Contract Date and will be redetermined periodically as set forth in the **Contract Specifications** based upon the level of the total Group Contract Account Value on such date of redetermination. We may redetermine the Variable Account Asset Charge more frequently in the event there is a material increase or decrease, as determined by us, in the level of the total Group Contract Account Value.

The Variable Account Asset Charge is an expense component of the Net Investment Factor described above and, as such, the resulting charges are accounted for and deducted from each Subaccount included in each Participant Contribution Account at the time Unit Values are determined.

General Administration Charge

We may assess a General Administration Charge to defer certain costs in administering the Contract. If so, the amount of the charge is set forth in the **Contract Specifications**. This fee can be paid directly by the Contractholder or assessed against the Participant Accounts at the time and in the manner set forth in the **Contract Specifications**. If the Contractholder elects to pay the charge and the charge is not paid when due we will deduct the charge on a pro rata basis from the Participant Accounts in the manner described below.

Taxes

We may deduct charges equal to any premium taxes levied by a state or any other government entity upon Contributions received by us. These taxes may be deducted at the time Contributions are received, when the Participant Account Value is applied to purchase an annuity or otherwise withdrawn in a lump sum, at such other time when incurred or reserved for by us, or upon termination of this Contract. The method used to recoup premium taxes will be determined by us in our sole discretion, subject to compliance with applicable state law.

We may also deduct reasonable charges for any other taxes we incur that are attributable to the Separate Account or the Subaccounts included therein. These charges are reflected in the Net Investment Factor.

Transfer Fees

We may assess a Transfer Fee against a Participant Contribution Account for transfers of the value of Units of one Subaccount to another Subaccount, as described in the **Transfers between Subaccounts and the Principal Conservation Account** provision, above. The Transfer Fee is a flat-dollar fee. The Transfer Fee in effect on the Contract Date is set forth in the **Contract Specifications**.

Fee for Excessive Withdrawals

We may assess and reserve the right to impose an administrative fee for each Participant withdrawal in excess of the number of free withdrawals allowed in a Contract Year. The maximum dollar amount of the fee and the number of free withdrawals will be set forth in the **Contract Specifications**.

Deduction of Charges

Except for the Variable Account Asset Charges and any other charge allocated to a specific type of a PC Account, and unless otherwise specifically provided in this Contract, any rider attached hereto, or otherwise mutually agreed to by you and us, all Contract Charges and all other expenses or charges attributable to the Contract will be deducted proportionally from the Subaccounts and the PC Account in each Contribution Account in each Participant Account based on the value each such Subaccount or the PC Account bears to the total Group Contract Value (excluding the value of the Plan Account). All applicable expenses or charges attributable to a Participant Account or a Participant's Contribution Account will be deducted proportionally and in the same manner from such Participant Account or Contribution Account, as applicable. Charges allocated to a specific type of a PC Account will be deducted in the manner described in the attached endorsement or rider applicable to such PC Account.

Reserved Right to Modify Charges

On the fifth and any subsequent Contract Anniversary, Ohio National may unilaterally modify any or all of the following bases and fees after giving written notice to you at least 90 days before the effective date of the modification:

- (a) the amounts or the ranges of the Variable Account Asset Charge; and
- (b) the administrative fees charged under the Contract, including the General Administration Charge, Transfer Fee, and the Fee for Excessive Withdrawals.

Contract Termination Provisions

Termination of Contract

This Contract will terminate on the Termination Date under the circumstances described below.

Termination by Contractholder

You give us Notice that you are terminating the Contract. Your Notice must specify the Termination Date which may not be earlier than 60 days following our receipt of your Notice, unless we agree to an earlier date. Your Notice also must provide any information required by us to make the payments due upon termination described below.

Termination by Ohio National

Ohio National, at our option, may terminate this Contract by written notice to you, specifying the Termination Date which shall not be earlier than 60 days from the date of our notice, if:

- (a) For any Contract Year, you have failed to remit total contributions at least equal to the Minimum Yearly Contribution Amount, as specified in the Contract Specifications; or
- (b) the aggregate value of all Participant Accounts is less than [50%] of the aggregate value of all Participant Accounts at the same time in the previous Contract Year; or
- (c) you fail to furnish any information or documents required under this Contract; or
- (d) we determine that, as a result of any change in the Plan or in any law or regulation affecting the Plan or this Contract, it would be illegal or would jeopardize the tax-qualified status of the Plan, or adversely affect the tax qualified status of Ohio National's clients funding their qualified plans with an Ohio National group annuity contract, to maintain this Contract in force; or
- (e) you fail to maintain the Plan as a tax-qualified retirement plan under applicable provisions of the Code; or
- (f) on any Contract Anniversary, the value of the Group Contract Account is less than the Minimum Group Contract Account Value specified in the **Contract Specifications**.

Automatic Termination

This Contract shall be terminated automatically on the date, which shall be the Termination Date, we receive Notice (or other reasonably reliable evidence or knowledge) that there is no Contractholder acting. However, in the event you should be succeeded by another corporation, partnership, proprietorship, or other business firm as the result of a merger, consolidation, reorganization or sale of the Contractholder's business, the successor corporation, partnership, proprietorship, or other business firm may succeed to all of your interests and obligations under this Contract provided Ohio National is legally permitted to continue this Contract. The Contract shall not be affected if any trustee under the Plan should be succeeded by a successor trustee.

Effect of Termination Notice on Contract

From and after the date on which Ohio National receives or delivers notice that this Contract is being terminated, and continuing until the payment due upon termination is made as described below, or until the termination notice is rescinded by mutual agreement:

- (a) no further contributions will be accepted without our consent;
- (b) no further transfers of any amounts will be permitted between Subaccounts and/or the PC Account without our consent;
- (c) no further withdrawals or loans will be permitted from any Participant Account without our consent; and

(d) no additional annuity purchases will be permitted without our consent.

Except as modified in this section, the Contract will remain in full force and effect until Ohio National has completed all payments provided for below.

Payment Amount Upon Termination

As of the Termination Date, we shall deduct from each Participant Account the Surrender Charges and any unpaid Contract Charges applicable to that account and any other charges specified in any attached endorsement or rider, as may be applicable to that account. The sum of the resulting Account Values of all Participant Accounts will then be paid out to you or such other person(s), as directed by you and permitted under the Plan and by applicable law.

Payment Due Date

The Payment Amount will normally be paid within seven days after the Termination Date, except as we may be permitted to defer payment (i) in accordance with the **Right to Defer Payment** provision, above, or (ii) pursuant to the provisions of any attached endorsement or rider as may be applicable to any portion of the Payment Amount.

Indemnification

Payments upon termination are in full settlement of our obligations under this Contract. Upon our making of such payment(s), you and the Plan Sponsor hereby agree to indemnify and hold us harmless from any and all losses, claims, or demands that may later arise or be asserted against Ohio National in connection with the making of such a payment(s). Your agreement to so indemnify is self-operative; however, prior to making such payment(s), we may require you and the Plan Sponsor to execute a separate written agreement to that effect.

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Unisex Annuity Option Tables

Date of Birth 1939 and Before

[Installments shown are for a monthly payment for each \$1,000 of Contract Value applied under an option. Age, as used in these tables, is age as of nearest birthday. Rates of monthly payments for ages and periods certain not shown, if allowed by us, will be based on an actuarially equivalent basis. To determine annual, semi-annual, or quarterly installments, multiply the amounts shown by 11.68, 5.93 or 2.98; respectively.

Single Life Income

Age of Annuitant	Non-Refund	5 Years Certain	10 Years Certain	Installment Refund	Age of Annuitant	Non-Refund	5 Years Certain	10 Years Certain	Installment Refund
51	\$3.82	\$3.82	\$3.81	\$3.74	71	\$6.01	\$5.95	\$5.77	\$5.44
52	3.88	3.88	3.87	3.79	72	6.21	6.15	5.94	5.58
53	3.94	3.94	3.93	3.84	73	6.44	6.36	6.11	5.73
54	4.01	4.00	3.99	3.90	74	6.68	6.58	6.28	5.89
55	4.08	4.07	4.06	3.96	75	6.93	6.82	6.47	6.06
56	4.15	4.14	4.12	4.02	76	7.21	7.08	6.65	6.24
57	4.23	4.22	4.20	4.08	77	7.51	7.35	6.85	6.43
58	4.31	4.30	4.28	4.15	78	7.84	7.63	7.04	6.63
59	4.40	4.39	4.36	4.22	79	8.19	7.94	7.24	6.84
60	4.49	4.48	4.44	4.30	80	8.57	8.27	7.44	7.06
61	4.58	4.57	4.53	4.38	81	8.98	8.61	7.63	7.30
62	4.69	4.67	4.63	4.46	82	9.42	8.97	7.83	7.55
63	4.80	4.78	4.73	4.55	83	9.90	9.35	8.01	7.81
64	4.92	4.90	4.84	4.64	84	10.42	9.75	8.19	8.09
65	5.04	5.02	4.95	4.73	85	10.98	10.16	8.36	8.39
66	5.18	5.15	5.07	4.84	86	11.58	10.59	8.52	8.69
67	5.32	5.29	5.20	4.94	87	12.23	11.02	8.67	9.02
68	5.47	5.44	5.33	5.06	88	12.93	11.46	8.81	9.36
69	5.64	5.60	5.47	5.18	89	13.68	11.89	8.94	9.72
70	5.82	5.77	5.62	5.30	90	14.46	12.33	9.05	10.10

Joint & Survivor Life Income

(a) Nonrefund

Age of Older Annuitant	Age of Younger Annuitant								
	50	55	60	65	70	75	80	85	90
55	3.52	\$3.65							
60	3.59	3.76	\$3.94						
65	3.65	3.86	4.09	\$4.32					
70	3.69	3.94	4.22	4.54	\$4.86				
75	3.72	3.99	4.32	4.71	5.16	\$5.62			
80	3.74	4.03	4.39	4.84	5.40	6.04	\$6.71		
85	3.75	4.05	4.43	4.93	5.57	6.38	7.33	\$8.32	
90	3.76	4.06	4.46	4.98	5.68	6.62	7.81	9.20	\$10.63

(b) With 10 Years Certain

Age of Older Annuitant	Age of Younger Annuitant								
	50	55	60	65	70	75	80	85	90
55	3.52	\$3.65							
60	3.59	3.76	\$3.93						
65	3.65	3.86	4.09	\$4.32					
70	3.69	3.94	4.22	4.53	\$4.85				
75	3.72	3.99	4.32	4.70	5.13	\$5.57			
80	3.74	4.02	4.38	4.82	5.36	5.95	\$6.52		
85	3.75	4.04	4.41	4.89	5.50	6.22	6.97	\$7.62	
90	3.75	4.05	4.43	4.93	5.58	6.37	7.25	8.05	\$8.62

Actuarial Basis - Installments shown in these tables are based on the Annuity 2000 Mortality Table Projected under Scale G to 2010 (using a blend of 10% of the male rates and 90% of the female rates) and compound interest at the effective rate of 3% per year. For an assumed interest rate of 3 percent, the factor for a one-day valuation period is .9999190.]

Unisex Annuity Option Tables

Date of Birth 1940-1959

[Installments shown are for a monthly payment for each \$1,000 of Contract Value applied under an option. Age, as used in these tables, is age as of nearest birthday. Rates of monthly payments for ages and periods certain not shown, if allowed by us, will be based on an actuarially equivalent basis. To determine annual, semi-annual, or quarterly installments, multiply the amounts shown by 11.68, 5.93 or 2.98; respectively.

Single Life Income

Age of Annuitant	Non-Refund	5 Years Certain	10 Years Certain	Installment Refund	Age of Annuitant	Non-Refund	5 Years Certain	10 Years Certain	Installment Refund
51	\$3.77	\$3.77	\$3.76	\$3.69	71	\$5.82	\$5.77	\$5.62	\$5.30
52	3.82	3.82	3.81	3.74	72	6.01	5.95	5.77	5.44
53	3.88	3.88	3.87	3.79	73	6.21	6.15	5.94	5.58
54	3.94	3.94	3.93	3.84	74	6.44	6.36	6.11	5.73
55	4.01	4.00	3.99	3.90	75	6.68	6.58	6.28	5.89
56	4.08	4.07	4.06	3.96	76	6.93	6.82	6.47	6.06
57	4.15	4.14	4.12	4.02	77	7.21	7.08	6.65	6.24
58	4.23	4.22	4.20	4.08	78	7.51	7.35	6.85	6.43
59	4.31	4.30	4.28	4.15	79	7.84	7.63	7.04	6.63
60	4.40	4.39	4.36	4.22	80	8.19	7.94	7.24	6.84
61	4.49	4.48	4.44	4.30	81	8.57	8.27	7.44	7.06
62	4.58	4.57	4.53	4.38	82	8.98	8.61	7.63	7.30
63	4.69	4.67	4.63	4.46	83	9.42	8.97	7.83	7.55
64	4.80	4.78	4.73	4.55	84	9.90	9.35	8.01	7.81
65	4.92	4.90	4.84	4.64	85	10.42	9.75	8.19	8.09
66	5.04	5.02	4.95	4.73	86	10.98	10.16	8.36	8.39
67	5.18	5.15	5.07	4.84	87	11.58	10.59	8.52	8.69
68	5.32	5.29	5.20	4.94	88	12.23	11.02	8.67	9.02
69	5.47	5.44	5.33	5.06	89	12.93	11.46	8.81	9.36
70	5.64	5.60	5.47	5.18	90	13.68	11.89	8.94	9.72

Joint & Survivor Life Income

(a) Nonrefund

Age of Older Annuitant	Age of Younger Annuitant								
	50	55	60	65	70	75	80	85	90
55	3.47	\$3.60							
60	3.55	3.71	\$3.87						
65	3.60	3.80	4.02	\$4.24					
70	3.64	3.87	4.14	4.44	\$4.74				
75	3.67	3.92	4.24	4.60	5.02	\$5.44			
80	3.69	3.96	4.30	4.73	5.24	5.84	\$6.46		
85	3.70	3.98	4.34	4.81	5.41	6.16	7.03	\$7.95	
90	3.71	3.99	4.37	4.86	5.51	6.38	7.48	8.77	\$10.10

(b) With 10 Years Certain

Age of Older Annuitant	Age of Younger Annuitant								
	50	55	60	65	70	75	80	85	90
55	3.47	\$3.60							
60	3.54	3.71	\$3.87						
65	3.60	3.80	4.02	\$4.23					
70	3.64	3.87	4.14	4.43	\$4.73				
75	3.67	3.92	4.23	4.59	5.00	\$5.41			
80	3.69	3.95	4.29	4.71	5.21	5.77	\$6.31		
85	3.70	3.97	4.33	4.78	5.35	6.03	6.75	\$7.40	
90	3.70	3.98	4.35	4.82	5.42	6.18	7.04	7.84	\$8.44

Actuarial Basis - Installments shown in these tables are based on the Annuity 2000 Mortality Table Projected to 2010 under Scale G (set back one year and using a blend of 10% of the male rates and 90% of the female rates) and compound interest at the effective rate of 3% per year. For an assumed interest rate of 3 percent, the factor for a one-day valuation period is .9999190.]

Unisex Annuity Option Tables

Date of Birth 1960-1979

[Installments shown are for a monthly payment for each \$1,000 of Contract Value applied under an option. Age, as used in these tables, is age as of nearest birthday. Rates of monthly payments for ages and periods certain not shown, if allowed by us, will be based on an actuarially equivalent basis. To determine annual, semi-annual, or quarterly installments, multiply the amounts shown by 11.68, 5.93 or 2.98; respectively.

Single Life Income

Age of Annuitant	Non-Refund	5 Years Certain	10 Years Certain	Installment Refund	Age of Annuitant	Non-Refund	5 Years Certain	10 Years Certain	Installment Refund
51	\$3.72	\$3.71	\$3.70	\$3.64	71	\$5.64	\$5.60	\$5.47	\$5.18
52	3.77	3.77	3.76	3.69	72	5.82	5.77	5.62	5.30
53	3.82	3.82	3.81	3.74	73	6.01	5.95	5.77	5.44
54	3.88	3.88	3.87	3.79	74	6.21	6.15	5.94	5.58
55	3.94	3.94	3.93	3.84	75	6.44	6.36	6.11	5.73
56	4.01	4.00	3.99	3.90	76	6.68	6.58	6.28	5.89
57	4.08	4.07	4.06	3.96	77	6.93	6.82	6.47	6.06
58	4.15	4.14	4.12	4.02	78	7.21	7.08	6.65	6.24
59	4.23	4.22	4.20	4.08	79	7.51	7.35	6.85	6.43
60	4.31	4.30	4.28	4.15	80	7.84	7.63	7.04	6.63
61	4.40	4.39	4.36	4.22	81	8.19	7.94	7.24	6.84
62	4.49	4.48	4.44	4.30	82	8.57	8.27	7.44	7.06
63	4.58	4.57	4.53	4.38	83	8.98	8.61	7.63	7.30
64	4.69	4.67	4.63	4.46	84	9.42	8.97	7.83	7.55
65	4.80	4.78	4.73	4.55	85	9.90	9.35	8.01	7.81
66	4.92	4.90	4.84	4.64	86	10.42	9.75	8.19	8.09
67	5.04	5.02	4.95	4.73	87	10.98	10.16	8.36	8.39
68	5.18	5.15	5.07	4.84	88	11.58	10.59	8.52	8.69
69	5.32	5.29	5.20	4.94	89	12.23	11.02	8.67	9.02
70	5.47	5.44	5.33	5.06	90	12.93	11.46	8.81	9.36

Joint & Survivor Life Income

(a) Nonrefund

Age of Older Annuitant	Age of Younger Annuitant								
	50	55	60	65	70	75	80	85	90
55	3.43	\$3.55							
60	3.50	3.66	\$3.81						
65	3.55	3.74	3.95	\$4.15					
70	3.59	3.81	4.07	4.34	\$4.62				
75	3.62	3.86	4.15	4.50	4.88	\$5.28			
80	3.64	3.89	4.22	4.61	5.10	5.65	\$6.23		
85	3.65	3.92	4.26	4.69	5.25	5.95	6.76	\$7.60	
90	3.66	3.93	4.28	4.74	5.35	6.15	7.17	8.37	\$9.61

(b) With 10 Years Certain

Age of Older Annuitant	Age of Younger Annuitant								
	50	55	60	65	70	75	80	85	90
55	3.43	\$3.55							
60	3.50	3.66	\$3.81						
65	3.55	3.74	3.95	\$4.15					
70	3.59	3.81	4.06	4.34	\$4.62				
75	3.62	3.86	4.15	4.49	4.87	\$5.25			
80	3.64	3.89	4.21	4.60	5.07	5.59	\$6.11		
85	3.65	3.91	4.24	4.67	5.21	5.85	6.54	\$7.17	
90	3.65	3.92	4.26	4.71	5.28	6.00	6.82	7.63	\$8.24

Actuarial Basis - Installments shown in these tables are based on the Annuity 2000 Mortality Table Projected to 2010 under Scale G (set back two years and using a blend of 10% of the male rates and 90% of the female rates) and compound interest at the effective rate of 3% per year. For an assumed interest rate of 3 percent, the factor for a one-day valuation period is .9999190.]

Unisex Annuity Option Tables

Date of Birth 1980-1999

[Installments shown are for a monthly payment for each \$1,000 of Contract Value applied under an option. Age, as used in these tables, is age as of nearest birthday. Rates of monthly payments for ages and periods certain not shown, if allowed by us, will be based on an actuarially equivalent basis. To determine annual, semi-annual, or quarterly installments, multiply the amounts shown by 11.68, 5.93 or 2.98; respectively.

Single Life Income

Age of Annuitant	Non-Refund	5 Years Certain	10 Years Certain	Installment Refund	Age of Annuitant	Non-Refund	5 Years Certain	10 Years Certain	Installment Refund
51	\$3.66	\$3.66	\$3.66	\$3.60	71	\$5.47	\$5.44	\$5.33	\$5.06
52	3.72	3.71	3.70	3.64	72	5.64	5.60	5.47	5.18
53	3.77	3.77	3.76	3.69	73	5.82	5.77	5.62	5.30
54	3.82	3.82	3.81	3.74	74	6.01	5.95	5.77	5.44
55	3.88	3.88	3.87	3.79	75	6.21	6.15	5.94	5.58
56	3.94	3.94	3.93	3.84	76	6.44	6.36	6.11	5.73
57	4.01	4.00	3.99	3.90	77	6.68	6.58	6.28	5.89
58	4.08	4.07	4.06	3.96	78	6.93	6.82	6.47	6.06
59	4.15	4.14	4.12	4.02	79	7.21	7.08	6.65	6.24
60	4.23	4.22	4.20	4.08	80	7.51	7.35	6.85	6.43
61	4.31	4.30	4.28	4.15	81	7.84	7.63	7.04	6.63
62	4.40	4.39	4.36	4.22	82	8.19	7.94	7.24	6.84
63	4.49	4.48	4.44	4.30	83	8.57	8.27	7.44	7.06
64	4.58	4.57	4.53	4.38	84	8.98	8.61	7.63	7.30
65	4.69	4.67	4.63	4.46	85	9.42	8.97	7.83	7.55
66	4.80	4.78	4.73	4.55	86	9.90	9.35	8.01	7.81
67	4.92	4.90	4.84	4.64	87	10.42	9.75	8.19	8.09
68	5.04	5.02	4.95	4.73	88	10.98	10.16	8.36	8.39
69	5.18	5.15	5.07	4.84	89	11.58	10.59	8.52	8.69
70	5.32	5.29	5.20	4.94	90	12.23	11.02	8.67	9.02

Joint & Survivor Life Income

(a) Nonrefund

Age of Older Annuitant	Age of Younger Annuitant								
	50	55	60	65	70	75	80	85	90
55	3.39	\$3.51							
60	3.46	3.61	\$3.75						
65	3.51	3.69	3.88	\$4.08					
70	3.55	3.76	3.99	4.25	\$4.52				
75	3.57	3.80	4.08	4.40	4.76	\$5.13			
80	3.59	3.83	4.14	4.51	4.96	5.47	\$6.01		
85	3.60	3.85	4.18	4.58	5.11	5.75	6.50	\$7.28	
90	3.61	3.87	4.20	4.63	5.20	5.95	6.89	8.00	\$9.15

(b) With 10 Years Certain

Age of Older Annuitant	Age of Younger Annuitant								
	50	55	60	65	70	75	80	85	90
55	3.39	\$3.51							
60	3.46	3.61	\$3.75						
65	3.51	3.69	3.88	\$4.08					
70	3.55	3.75	3.99	4.25	\$4.51				
75	3.57	3.80	4.07	4.40	4.75	\$5.11			
80	3.59	3.83	4.13	4.50	4.94	5.43	\$5.92		
85	3.60	3.85	4.17	4.57	5.07	5.67	6.34	\$6.95	
90	3.60	3.86	4.19	4.60	5.15	5.82	6.62	7.41	\$8.04

Actuarial Basis - Installments shown in these tables are based on the Annuity 2000 Mortality Table Projected to 2010 under Scale G (set back three years and using a blend of 10% of the male rates and 90% of the female rates) and compound interest at the effective rate of 3% per year. For an assumed interest rate of 3 percent, the factor for a one-day valuation period is .9999190.]

Unisex Annuity Option Tables

Date of Birth 2000 +

[Installments shown are for a monthly payment for each \$1,000 of Contract Value applied under an option. Age, as used in these tables, is age as of nearest birthday. Rates of monthly payments for ages and periods certain not shown, if allowed by us, will be based on an actuarially equivalent basis. To determine annual, semi-annual, or quarterly installments, multiply the amounts shown by 11.68, 5.93 or 2.98; respectively.

Single Life Income

Age of Annuitant	Non-Refund	5 Years Certain	10 Years Certain	Installment Refund	Age of Annuitant	Non-Refund	5 Years Certain	10 Years Certain	Installment Refund
51	\$3.62	\$3.62	\$3.61	\$3.56	71	\$5.32	\$5.29	\$5.20	\$4.94
52	3.66	3.66	3.66	3.60	72	5.47	5.44	5.33	5.06
53	3.72	3.71	3.70	3.64	73	5.64	5.60	5.47	5.18
54	3.77	3.77	3.76	3.69	74	5.82	5.77	5.62	5.30
55	3.82	3.82	3.81	3.74	75	6.01	5.95	5.77	5.44
56	3.88	3.88	3.87	3.79	76	6.21	6.15	5.94	5.58
57	3.94	3.94	3.93	3.84	77	6.44	6.36	6.11	5.73
58	4.01	4.00	3.99	3.90	78	6.68	6.58	6.28	5.89
59	4.08	4.07	4.06	3.96	79	6.93	6.82	6.47	6.06
60	4.15	4.14	4.12	4.02	80	7.21	7.08	6.65	6.24
61	4.23	4.22	4.20	4.08	81	7.51	7.35	6.85	6.43
62	4.31	4.30	4.28	4.15	82	7.84	7.63	7.04	6.63
63	4.40	4.39	4.36	4.22	83	8.19	7.94	7.24	6.84
64	4.49	4.48	4.44	4.30	84	8.57	8.27	7.44	7.06
65	4.58	4.57	4.53	4.38	85	8.98	8.61	7.63	7.30
66	4.69	4.67	4.63	4.46	86	9.42	8.97	7.83	7.55
67	4.80	4.78	4.73	4.55	87	9.90	9.35	8.01	7.81
68	4.92	4.90	4.84	4.64	88	10.42	9.75	8.19	8.09
69	5.04	5.02	4.95	4.73	89	10.98	10.16	8.36	8.39
70	5.18	5.15	5.07	4.84	90	11.58	10.59	8.52	8.69

Joint & Survivor Life Income

(a) Nonrefund

Age of Older Annuitant	Age of Younger Annuitant								
	50	55	60	65	70	75	80	85	90
55	3.36	\$3.46							
60	3.42	3.56	\$3.70						
65	3.47	3.64	3.82	\$4.00					
70	3.50	3.70	3.93	4.17	\$4.42				
75	3.53	3.75	4.01	4.31	4.65	\$4.99			
80	3.54	3.78	4.06	4.41	4.83	5.31	\$5.81		
85	3.56	3.80	4.10	4.48	4.97	5.57	6.26	\$6.99	
90	3.56	3.81	4.12	4.53	5.06	5.75	6.63	7.65	\$8.72

(b) With 10 Years Certain

Age of Older Annuitant	Age of Younger Annuitant								
	50	55	60	65	70	75	80	85	90
55	3.36	\$3.46							
60	3.42	3.56	\$3.70						
65	3.47	3.64	3.82	\$4.00					
70	3.50	3.70	3.93	4.17	\$4.41				
75	3.53	3.74	4.00	4.30	4.64	\$4.97			
80	3.54	3.77	4.06	4.41	4.82	5.28	\$5.74		
85	3.55	3.79	4.09	4.47	4.94	5.51	6.14	\$6.73	
90	3.56	3.80	4.11	4.51	5.02	5.66	6.41	7.19	\$7.83

Actuarial Basis - Installments shown in these tables are based on the Annuity 2000 Mortality Table Projected to 2010 under Scale G (set back four years and using a blend of 10% of the male rates and 90% of the female rates) and compound interest at the effective rate of 3% per year. For an assumed interest rate of 3 percent, the factor for a one-day valuation period is .9999190.]

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The Ohio National Life Insurance Company

Ohio National Financial Services

Group Annuity

Nonparticipating

Fixed Annuities

Variable Annuities

Benefits Nontransferable

Allocated Accumulation Accounts

Rider

Fixed Account

This Rider adds a guaranteed fixed interest account as a Fixed Account investment option under the Contract (in the Contract, referred to as the "Principal Conservation Account"). The Fixed Account is an interest bearing account within our general account. The general account consists of all our general assets, other than those accumulated in the Separate Account or other segregated asset accounts. Any Fixed Account guarantees are supported by our general account only.

This Rider is incorporated into and made a part of the Contract to which it is attached. It is subject to the Contract terms. However, in the event any of the terms of the Contract and this Rider are inconsistent, the terms of this Rider shall control the Contract. This Rider is effective on the Contract Date or, if later, the date on which this Rider was added to the Contract.

Definitions

The following defined terms are in addition to the terms defined in the Contract. Other capitalized terms used in this Rider, which are not specifically defined herein, have the meaning ascribed to them in the Contract.

Fixed Account Balance (FA Balance)

Each time that money is received by the Fixed Account, a separate Fixed Account Balance ("FA Balance") is created to track and account for such amount, plus any interest credited thereto, less any withdrawals therefrom. A Participant's total investment accumulated in the Fixed Account for a Contribution Account will be equal to the sum of all such FA Balances in such Contribution Account.

Floor Guaranteed Minimum Interest Rate

The minimum annual effective rate that we may declare as the Guaranteed Minimum Interest Rate for an Investment Cell. The Floor Guaranteed Minimum Interest Rate is set forth in the **Contract Specifications**.

Guaranteed Interest Period

The minimum period of time that a declared annual effective interest rate will be in effect when applied to an Investment Cell and its included FA Balances. The initial interest period for a FA Balance, which may be shorter than the Guaranteed Interest Period, will begin on the date the FA Balance is established and will end on the end date of the Guaranteed Interest Period of its associated Investment Cell. The Guaranteed Interest Period is set forth in the **Contract Specifications**.

Guaranteed Minimum Interest Rate

The minimum annual effective rate we guarantee to pay for any particular Investment Cell throughout the duration of such Investment Cell. We will set the Guaranteed Minimum Interest Rate for each Investment Cell at the time the Investment Cell is first opened. Once we set the Guaranteed Minimum Interest Rate for an Investment Cell, the Guaranteed Minimum Interest Rate for that Investment Cell cannot be changed by us. The Guaranteed Minimum Interest Rate for any Investment Cell may not be less than the Floor Guaranteed Minimum Interest Rate.

Investment Cell

A partition of the Fixed Account for a time period chosen by us in which the FA Balances established during that time period under this Contract and all other like contracts having the same Floor Guaranteed Minimum Interest Rate are aggregated. Each FA Balance included within such Investment Cell will earn interest at the interest rate associated with such Investment Cell as declared by Ohio National from time to time.

The Fixed Account

Contributions

Upon our receipt of Notice from you including the necessary allocation instructions and subject to any applicable premium taxes and other fees or charges applicable under the Contract, all or any portion of a contribution or other amounts remitted to the Contract and credited to a Contribution Account may be allocated to the Fixed Account. A separate FA Balance will be established for the amount so allocated. In our sole discretion and with prior notice to you, we reserve the right to discontinue or suspend accepting additional allocations or transfers to the Fixed Account.

Interest Crediting

Ohio National, from time to time, will declare an interest rate applicable to each Investment Cell, but not less than the Guaranteed Minimum Interest Rate set for that Investment Cell. Such interest rate will be applied and credited to the FA Balances aggregated in such Investment Cell. The interest rate declared for an Investment Cell will remain in effect for a period of time at least equal to the Guaranteed Interest Period and thereafter until a new interest rate applicable to such Investment Cell is declared by us. This process will repeat for each Investment Cell for so long as a FA Balance remains open in such Investment Cell. At the time a FA Balance is established, it will be credited with the declared interest rate associated with the applicable Investment Cell. Such rate will remain in effect until a new rate is declared for the Investment Cell.

All interest rates declared under this rider for the Fixed Account are declared as annual effective rates that take into account the effects of compounding. Interest shall accrue daily so as to produce, at the end of a year (365 days), interest according to the stated annual rates.

Fixed Account Value

Value of Participant Contribution Account Accumulated in the Fixed Account

If the Fixed Account is a selected investment option in a Participant's Contribution Account, the value on any day of that portion of the Participant's Contribution Account accumulated in the Fixed Account will be equal to the sum of all FA Balances in such Contribution Account on that date.

Value of FA Balance

The value of a FA Balance on any day will be equal to the result calculated as follows:

- (a) the initial amount credited to the Fixed Account for such FA Balance;
- (b) plus accumulated interest;
- (c) less any Withdrawal Amounts charged against such FA Balance (including any associated Surrender Charge);
- (d) less any amounts (including any associated Transfer Fees) charged against such FA Balance related to a transfer from the Fixed Account;
- (e) less any amount withdrawn from such FA Balance to pay any Contract Charges, any applicable Market Value Adjustment, and any other applicable charges for Contract riders.

Transfers

To the Fixed Account

Subject to the rules set forth in the Contract governing transfers, including any limits set forth therein, and subject to the provisions of this Rider, you may request by Notice that all or a portion of the amounts credited to any Subaccount or other investment option within a Participant's Contribution Account be withdrawn therefrom and transferred as of the effective date of such Notice to the Fixed Account. Upon transfer, a FA Balance will be established within the Contribution Account for such amount.

From the Fixed Account

Subject to the rules set forth in the Contract governing transfers, including any limits set forth therein, you may request by Notice that all or a portion of the amounts accumulated in the Fixed Account within a Participant's Contribution Account be withdrawn therefrom and transferred as of the effective date of such Notice to one or more Subaccounts or other investment options in such Contribution Account, subject to the following additional limitations and restrictions:

- (a) We may limit the amount that may be transferred from the Fixed Account within a Contribution Account in any one calendar year to no more than [ten] percent, or such greater percentage that we determine, of the sum of all FA Balances held in such Contribution Account, determined as of December 31 of the preceding year; and
- (b) We may preclude transfers to the Fixed Account within a Contribution Account during the six-month period following the transfer of any amount from the Fixed Account attributable to such Contribution Account.

Withdrawals

If you make a withdrawal from a Participant's Contribution Account in accordance with, and as permitted under the **Withdrawal Provisions** section of the Contract (including the imposition of a Surrender Charge, if applicable), the portion of the Withdrawal Amount allocated to the Fixed Account shall be apportioned and deducted from the FA Balances in the manner described in **Fixed Account Accounting**, below.

Fixed Account Accounting

If

- (a) a withdrawal is made from that portion of a Participant's Contribution Account accumulated in the Fixed Account, or
- (b) all or a portion of a Contract Charge (excluding any such amounts charged exclusively to Subaccounts) or any other charges under this Rider or other riders, if any, are assessed against and deducted from that portion of a Participant's Contribution Account accumulated in the Fixed Account, or
- (c) a request is made to transfer funds from that portion of a Participant's Contribution Account accumulated in the Fixed Account,

such amount will be taken and deducted first from the oldest established FA Balance in such Contribution Account, then continuing in turn from the next oldest FA Balance until the full amount has been deducted.

Market Value Adjustment

The Market Value Adjustment (MVA) is a charge assessed against that portion of a Participant Account accumulated in the Fixed Account to reflect the difference between the book value of the amount withdrawn from a FA Balance and its market value. The method for calculation of the MVA is explained below.

General Rule

Unless specifically excluded pursuant to **Exclusions from MVA**, below, the following payment events are subject to the MVA:

- (a) payment to you or your designee of amounts accumulated in the Fixed Account upon termination of the Contract pursuant to the **Termination Provisions** section of the Contract;
- (b) payment to you or your designee or transfer to one or more Subaccounts or other investment options of amounts accumulated in the Fixed Account upon termination of this Rider prior to termination of the Contract; and
- (c) all other withdrawals, transfers or other payments from that portion of a Participant Account accumulated in the Fixed Account.

The MVA is in addition to any other charge that may be assessed under the Contract. Notwithstanding the proration provisions set forth in **Fixed Account Accounting**, above, the MVA determined with respect to a FA Balance will be deducted from the amount withdrawn or transferred from that FA Balance.

Exclusions from MVA

The MVA will not apply to a withdrawal or other payment from that portion of a Participant Account accumulated in the Fixed Account to provide and pay any of the following (if permitted under the Plan):

- (a) Plan benefits for retirement (provided that the Participant is [55] years of age or older, and otherwise satisfies the requirements for retirement as defined in the Plan), disability, death, financial hardship, or loans; required minimum distributions pursuant to the Code; or eligible rollovers (as defined in the Plan) which are transferred directly to another contract issued by us or one of our affiliates;
- (b) return of excess contributions as described in the Contract, payment of Contract Charges and payment of any Plan expenses that we agree can be paid and deducted from the Participant Accounts; or
- (c) Plan benefits for termination of employment with the following exceptions, each of which shall be subject to a MVA:
 - (1) termination of employment as a result of a reorganization, merger, liquidation or consolidation of the employer's business, if the Participant either continues to be employed by the new employer or is the successor to the business following such an occurrence;
 - (2) termination of employment in connection with the disposition of all or a portion of the employer's business if the Participant either continues to be employed by the new employer or is the successor to the business following such occurrence; or
 - (3) termination of employment if such termination is not considered as a severance from employment under published guidance and rulings issued by the Internal Revenue Service ("IRS").

The MVA also will not apply to transfers from amounts accumulated in the Fixed Account within a Contribution Account to one or more Subaccounts or other investment options, provided, however, we reserve the right to assess a MVA against the portion of any transfer, if otherwise permitted pursuant to this Rider, that in a calendar year exceeds an amount equal to the difference between (i) [ten] percent, or such greater percentage that we determine, of all FA Balances held in such Contribution Account, determined as of December 31 of the preceding year, and (ii) all amounts previously transferred from such FA Balances during the calendar year.

Notwithstanding the exemptions from a MVA described above, we reserve the right to assess a MVA if the purpose of any such withdrawal, other payment event or transfer is being mischaracterized with an intent to circumvent a MVA which would otherwise be assessed against such withdrawal, other payment or transfer.

Calculation of MVA

For the purpose of calculating the MVA for that portion of a withdrawal or transfer attributable to a FA Balance (for the purpose of this calculation, referred to as a "FA Withdrawal/Transfer Amount"), the following factors and terms have the meanings indicated:

"Reference Date(s)" for a FA Balance means the date the FA Balance is established and each 10-year anniversary of that date.

"Index" means the Merrill Lynch U.S. Corporate Master Index for investment grade corporate bonds rated BAA3 to AAA with maturity dates greater than one year or such comparable Index we choose should this Index cease to be available or is materially changed.

i = the Index yield determined for the most recent Reference Date for the FA Balance from which the FA Withdrawal/Transfer Amount is being taken.

j = the Index yield determined for the withdrawal or transfer date or, if not available, the Index yield published for the most recent date immediately preceding the withdrawal or transfer date.

n = the number of whole years, plus any fractional part of a year, from the most recent Reference Date for the FA Balance to the date of withdrawal or transfer.

If $j > i$, the MVA will be deducted from the FA Withdrawal/Transfer Amount and is calculated by the formula,

$$MVA = (\text{FA Withdrawal/Transfer Amount}) \times (1 - [(1+i)/(1+j)]^{(10-n)}).$$

If $i \geq j$, no MVA will be assessed.

If we determine that there has been more than a 20 percent change in either the Index yield or the volume of corporate bond sales for bonds included in the Index, in the three-month period before or after the Reference Date or the three-month period before the date we receive the withdrawal or transfer request or the Notice of Contract termination, we reserve the right to engage an independent investment banker to determine the difference between the book value of the amount taken from the Fixed Account and its then market value for purposes of setting the MVA for the requested withdrawal, transfer or payment upon termination.

Deduction of Charges

Contract Charges

Unless otherwise specified in this Rider, the share of any Contract Charges applicable to the Fixed Account shall be allocated to that portion of a Participant Account invested in the Fixed Account in the manner and to the extent described in the Contract. (See the **Contract Charges** section of the Contract.) Contract Charges so allocated shall be deducted from that portion of the Participant Account invested in the Fixed Account in the manner described in this Rider. (See, **Fixed Account Accounting**, above.)

Premium Tax

Any applicable premium taxes will be deducted from the Fixed Account in the manner described in the Contract.

Priority of Charges

If a withdrawal, that is subject to a MVA, is made from amounts accumulated in the Fixed Account within a Contribution Account, the MVA will be determined and deducted before any Surrender Charge, if applicable, or any other Contract Charges are assessed and deducted. If the amount withdrawn is also subject to a Surrender Charge, the Surrender Charge will be based on the amount withdrawn less the MVA assessed.

Effect of Contract Termination

Contract Termination

Upon termination of the Contract, this Rider shall terminate in accordance with, and subject to the terms and conditions set forth in the **Termination Provisions** section of the Contract. Ohio National shall determine the value of that portion of the Participant Accounts accumulated in the Fixed Account. Our determination shall be conclusive. You may elect to have the total amount of all FA Balances (without reduction for any otherwise applicable Surrender Charges or MVA) held in all Participant Accounts paid pursuant to the provisions of the **Five-Year Book Value Transfer** provision, below. Otherwise, the net amount of all FA Balances held in all Participant Accounts after deduction of Surrender Charges and any other charges under the Contract, as applicable, and after adjustment for the MVA pursuant to the **Market Value Adjustment** section, above, shall be paid in a single payment to you or your designee, as permitted under the Plan and by applicable law. We reserve the right to defer payment for up to 90 days from the Termination Date or as otherwise required or permitted by law.

Five-Year Book Value Transfer

Upon termination of the Contract, the Contractholder may elect to have the value of that portion of the Participant Accounts accumulated in the Fixed Account (without reduction for any otherwise applicable Surrender Charges or MVA) paid out in annual installments, with interest as described herein. Each FA Balance shall be credited with interest at the Guaranteed Minimum Interest Rate applicable to the Investment Cell in which such FA Balance was aggregated. The initial payment will equal the sum of the amounts calculated from 1/6 of each Participant Account's balance in the Fixed Account at the time of the election, and will be paid with accrued interest within 90 days after the Termination Date. The installment amount calculated with respect to each Participant Account shall be applied to reduce first the oldest FA Balance in such Participant Account, then continuing in turn to reduce the next oldest FA Balance until the full amount of the installment paid with respect to such Participant Account has been accounted for. Subsequent payments will be processed in the same manner as the first (except as to the fraction used for determining the payment amount) and made on the anniversary date of the initial payment. The payment amount will be equal to the following fraction of the Contract's then remaining value in the Fixed Account, including accrued interest:

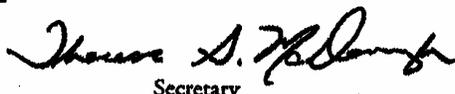
<u>Initial Payment Anniversary</u>	<u>Fraction</u>	
1	1/5	or 20%
2	1/4	25%
3	1/3	33%
4	1/2	50%
5	1	100%

The final payment will be made five years from the date of the first payment.

During the five-year book value transfer period no deposits may be made; and no withdrawals, transfers or annuity purchases may be made other than the installment payments described in the preceding paragraph, except with the express written permission of Ohio National.

If the balance in the Fixed Account exceeds \$1,000,000 on the Termination Date, we reserve the right to make installment payments more frequently than one each year. If the balance of the Fixed Account is less than \$5,000 on the Termination Date, we reserve the right to pay the entire balance of the Fixed Account in a single sum without a MVA.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Stable Value Fund Account

This Rider is part of your Contract and adds the Stable Value Fund Account (the "SVF Account") as an investment option under the Contract (in the Contract, referred to as the "Principal Conservation Account"). The SVF Account is an account held in the Separate Account. The SVF Account holds units of participation in a collective investment trust (the Stable Value Fund Portfolio or "SVF Portfolio") whose primary investment objectives are to seek to provide a current return, consistent with, and providing for, maintaining the principal value of the SVF Portfolio, maintaining high credit quality, providing a reasonable tracking of interest rates, and providing short and long term liquidity for benefit payments. The SVF Account and SVF Portfolio are not supported by the Company's general account.

The SVF Account is not permitted as an available investment option under the Contract, without our consent, for Plans that are defined benefit plans as defined by the Code.

This Rider is incorporated into and made a part of the Contract to which it is attached. It is subject to the Contract terms. However, in the event any of the terms of the Contract and this Rider are inconsistent, the terms of this Rider shall control the Contract. Capitalized terms used in this Rider, which are not specifically defined herein, have the meaning ascribed to them in the Contract. This Rider is effective on the Contract Date or, if later, the date on which this Rider was added to the Contract.

Stable Value Fund

SVF Account, Generally

The SVF Account invests its allocated funds from this and other contracts in the SVF Portfolio. The funds allocated to the SVF Account will be used to purchase units of participation in the SVF Portfolio at their net asset value. Deductions and withdrawals from the SVF Account may be made by redeeming a number of units of participation, at net asset value, equal in total value to the amount to be deducted or withdrawn.

The SVF Portfolio invests in:

- (a) the following described contracts issued by issuers who, at the time of purchase, are rated "A2" or better by Moody's Investors Service, Inc. ("Moody's"), or "A" or better by Fitch Ratings, Ltd. ("Fitch") or Standard & Poor's Corporation ("S&P"), or an equivalent rating or better by any other rating agency designated as a nationally recognized statistical rating organization by the U.S. Securities and Exchange Commission (collectively "NRSRO") with respect to any of their current outstanding debt obligations, namely:
 - (1) guaranteed investment contracts issued by insurance companies;
 - (2) bank investment contracts;
 - (3) corporate investment contracts; or
 - (4) benefit responsive investment contracts, alternative investment contracts or similar contracts, including contracts commonly referred to as "synthetic investment contracts" (collectively "synthetic GICs"), and agreements required to execute such contracts, issued by insurance companies, banks, and corporations; or

- (b) such other debt, equity or other securities, assets, investments or financial contracts determined to be consistent with the investment objectives of the SVF Portfolio (considered alone or as part of the overall SVF Portfolio), including, but not limited to, investment in other pooled investment vehicles operated by Ohio National or its affiliates or third parties, such as domestic and foreign investment companies, insurance company separate accounts, collective investment funds, or private investment pools or funds whether in trust, corporate, partnership, limited liability company, or other form.

In connection with investments in contracts described in subsection (b), the SVF Portfolio may invest in debt obligations issued or guaranteed by the U.S. government, its agencies or instrumentalities, debt obligations of U.S. corporations, foreign governments and foreign corporations, mortgage-backed securities, collateralized mortgage obligations, other loan obligations and other asset-backed securities, rated "A" or better at the time of purchase by any NRSRO or unrated but determined by the advisor of the SVF Portfolio to be of comparable quality, short term or money market investments, actively managed registered investment company portfolios and insurance company separate accounts consisting exclusively of investments described in subsection (a), above, actively managed fixed-income or balanced (maximum 30% commitment to common stocks) portfolios and actively managed collective trust funds in accordance with these provisions.

Contributions

Upon our receipt of Notice from you including the necessary allocation instructions and subject to any applicable premium taxes and other fees or charges applicable under the Contract or any riders, all or any portion of a contribution or other amounts remitted to the Contract may be credited to the appropriate Contribution Accounts of the affected Participant Accounts and allocated to the SVF Account. In our sole discretion and with prior notice to you, we reserve the right to discontinue or suspend accepting additional allocations or transfers to the SVF Account.

Competing Investment Options

A "Competing Investment Option" is an investment option available under the Contract that has similar objectives or characteristics as the SVF Account, as determined by us in our sole discretion. While this Rider is in effect, the Contractholder cannot direct investment of contributions, transfers or earnings to any Competing Investment Options including the following:

- (a) the Money Market Subaccount, held in the Separate Account;
- (b) designated bond Subaccount(s), held in the Separate Account;
- (c) the Fixed Account, included in, and supported by, Ohio National's general account; and
- (d) any other similar investment option designated by us as a Competing Investment Option.

Transfer of Funds When Added after Contract Date

If this Rider is added after the Contract Date, as of the date this Rider is added to the Contract, any Plan Account or Participant Account values invested in a Competing Investment Option will be transferred to other investment options available under the Contract. Unless otherwise elected by the Contractholder or a Participant, such funds will be transferred to the SVF Account. No surrender charges shall be imposed on this transfer. Transfers from the Fixed Account may be subject to a Market Value Adjustment, as provided for in the Fixed Account Accumulation Rider attached to the Contract.

SVF Account Accounting; Charges

You do not own any units of participation held in the SVF Account. Instead, your contributions, transfers and other additions that are allocated to the SVF Account are converted to, accounted for and recorded in Subaccount Accumulation Units, as described in the Contract. Except as noted below, Subaccount Accumulation Units for the SVF Account are determined, valued and processed in the same manner as Subaccount Accumulation Units for the Subaccounts held in the Separate Account, as described in the **Subaccount Valuation** provisions of the Contract. For this limited purpose, references to "Subaccount" shall include the SVF Account. For purposes of determining the Subaccount Accumulation Unit Value for the SVF Account, references to "Portfolio(s)" and "Portfolio Shares" in the **Net Investment Factor** provision of the Contract shall be deemed to refer, with appropriate adjustments, to the "SVF Portfolio" and "units of participation in the SVF Portfolio," respectively.

The Variable Account Asset Charge is assessed each day against the SVF Account. The resulting charges, as a component of the Net Investment Factor, are accounted for and deducted from the SVF Account at the time Unit Values are determined.

Any dollar amount contributed, transferred or otherwise credited to the SVF Account, as well as any dollar amount charged against, withdrawn, transferred or otherwise debited from the SVF Account, will be converted by us into, and recorded as, Subaccount Accumulation Units of the SVF Account. The number of Units will be equal to the quotient of such dollar amount divided by the applicable Subaccount Accumulation Unit Value in effect for the Valuation Period in which the dollar amount is being converted. The number of Units so determined for any dollar amount credited will be added to the Units held in that Participant's Contribution Account. The number of Units so determined for any dollar amount debited will be subtracted from the Units of the SVF Account held in the Participant's Contribution Account.

Value of Participant's Contribution Account Allocated to SVF Account

For any given Valuation Period, the value of a Participant's Contribution Account accumulated in the SVF Account will equal the result from multiplying the number of Subaccount Accumulation Units for the SVF Account held in the Contribution Account by the applicable Subaccount Accumulation Unit Value in effect for such Unit for the Valuation Period.

Transfers and Withdrawals

Transfers To the SVF Account

Subject to the rules set forth in the Contract governing transfers, including any limits set forth therein, and subject to the provisions of this Rider, you may request by Notice that all or a portion of the amounts credited to any Subaccount or other investment option within a Participant's Contribution Account be withdrawn therefrom and transferred to the SVF Account.

Transfers From the SVF Account

Subject to the rules set forth in the Contract governing transfers, including any limits set forth therein, you may request by Notice that all or a portion of the amount credited to the SVF Account within a Participant's Contribution Account be withdrawn therefrom and transferred as of the effective date of such Notice to one or more Subaccounts or other investment options available for such Contribution Account, subject to the additional limitations and restrictions set forth in the **Transfers and Withdrawals Limitations** provision, below.

Withdrawals

If you make a withdrawal prior to notification of Contract termination from a Participant's Account in accordance with, and as permitted under, the **Withdrawal Provisions** section of the Contract (including the imposition of a Surrender Charge, if applicable), the portion of the Withdrawal Amount allocated to the SVF Account shall be subject to the additional limitations and restrictions set forth in the **Transfers and Withdrawals Limitations** provision, below.

Transfer and Withdrawal Limitations

- (a) Contractholder must provide Notice requesting withdrawal of the portion of the Withdrawal Amount allocated to the SVF Account or requesting a transfer from the SVF Account at least 12 months prior to the Valuation Period as of which such withdrawal or transfer is to be made, provided that the Notice period may be waived by the Company and provided that the Company, in its sole discretion, may permit and pay or transfer the amount requested as of any earlier Valuation Period subsequent to its receipt of such Notice.
- (b) If the Company determines, in its sole discretion, that the SVF Account does not have sufficient liquid assets to meet its normal liquidity needs and to satisfy all Contractholder withdrawal and transfer requests, or if the Company is unable to redeem units of participation in the SVF Portfolio without decreasing the unit valuation for the SVF Portfolio or injuring the other Participants and contractholders participating in the SVF Account, the Company may satisfy transfer or withdrawal requests pursuant to the following procedures and schedule:
 - (1) The dollar amount of any withdrawal or transfer taken from the SVF Account shall be converted, as provided in the **SVF Account Accounting; Charges** provision, above, to Subaccount Accumulation Units of the SVF Account for the Valuation Period as of which the Notice requesting such withdrawal or transfer is effective. The number of Units so determined (the "Restricted Units"), and the dollar amounts at any time represented by such Units, shall continue to be subject to Contract Charges but shall be restricted from further transfer or withdrawal except as provided herein. The withdrawal or transfer amount requested from the SVF Account shall be paid or transferred in accordance with the following schedule, which may be accelerated by the Company as determined by the Company in its sole discretion:
 - (i) On the first anniversary of the Notice requesting the withdrawal or transfer, the dollar amount represented by one-third of the Restricted Units shall be deducted from the SVF Account accumulated in the affected Participant's applicable Contribution Account(s) and processed in accordance with the withdrawal or transfer instructions set forth in such Notice;
 - (ii) On the second anniversary of such Notice, the dollar amount represented by one-half of the remaining Restricted Units shall be deducted from the SVF Account accumulated in the affected Participant's applicable Contribution Account(s) and processed in accordance with the withdrawal or transfer instructions set forth in the Notice; and
 - (iii) On the third anniversary of such Notice, the dollar amount represented by the remaining Restricted Units shall be deducted from the SVF Account accumulated in the affected Participant's applicable Contribution Account(s) and processed in accordance with the withdrawal or transfer instructions set forth in the Notice.

- (iv) The dollar amount of the Restricted Units on any such anniversary date (or earlier date of payment) shall be determined using the Subaccount Accumulation Unit Value for the SVF Account for the Valuation Period in effect on such anniversary date (or earlier date of payment).
 - (v) As an alternative to the three-year schedule described in subparagraphs (i) - (iv), above, the Contractholder may request a quote of the current market value of the amount being transferred or withdrawn, as calculated by the Company, and elect immediate transfer or withdrawal of the amount at market value.
- (2) The Contractholder may not revoke or change the Notice requesting a withdrawal or transfer from the SVF Account without the written consent of the Company.
- (c) Except as set forth in subsections (a) and (b) hereof, withdrawals from the SVF Account for the benefit of a Participant and requests for transfers from the SVF Account to a Subaccount (other than a Competing Investment Option) will, to the extent reasonably possible, be paid or transferred within 30 days after the Company receives Notice in good order requesting the withdrawal or transfer.

Effect of Contract Termination

Upon termination of the Contract, this Rider shall terminate in accordance with, and subject to the terms and conditions set forth in the **Termination Provisions** section of the Contract. Ohio National shall determine the value of that portion of the Participant Accounts accumulated in the SVF Account. Our determination shall be conclusive. The net amount accumulated in the SVF Account that is held in all Participant Accounts after deduction of Surrender Charges and any other charges under the Contract, as applicable, (the "SVF Payment Amount Upon Termination") shall be paid in a single payment to you or your designee, as permitted under the Plan and by applicable law. We reserve the right to defer payment for up to 12 months from the Termination Date or as otherwise required or permitted by law.

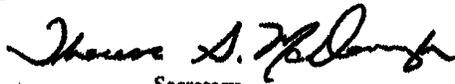
Notwithstanding the foregoing, if the Company determines, in its sole discretion, that the SVF Account does not have sufficient liquid assets to meet its normal liquidity needs and pay the SVF Payment Amount Upon Termination, or if the Company is unable to redeem units of participation in the SVF Portfolio without decreasing the unit valuation for the SVF Portfolio or injuring the other contractholders participating in the SVF Account, the Company may pay the SVF Payment Amount Upon Termination over a period of three years (or such shorter period of time determined by the Company, with appropriate adjustments to the payment schedule) pursuant to the following procedures and schedule:

- (a) The dollar amount of the SVF Payment Amount Upon Termination shall be converted, as provided in the **SVF Account Accounting; Charges** provisions, above, to Subaccount Accumulation Units of the SVF Account for the Valuation Period in effect on the Termination Date (the "SVF Units Upon Termination").
- (b) On the first anniversary of the Termination Date, the dollar amount represented by one-third of the SVF Units Upon Termination shall be deducted from the SVF Account and paid to you or your designee, as permitted under the Plan and by applicable law;
- (c) On the second anniversary of the Termination Date, the dollar amount represented by one-half of the remaining SVF Units Upon Termination shall be deducted from the SVF Account and paid to you or your designee, as permitted under the Plan and by applicable law; and

- (d) On the third anniversary of the Termination Date, the dollar amount represented by the remaining SVF Units Upon Termination shall be deducted from the SVF Account and paid to you or your designee, as permitted under the Plan and by applicable law.
- (e) The dollar amount of the SVF Units Upon Termination on any such anniversary date (or earlier date of payment) shall be determined using the Subaccount Accumulation Unit Value for the SVF Account for the Valuation Period in effect on such anniversary date (or earlier date of payment). The Subaccount Accumulation Unit Value on any such payment date shall be determined with reference to the Variable Account Asset Charge in effect on the Termination Date.

During the three-year payout period no deposits may be made; and no withdrawals, transfers or annuity purchases may be made from the SVF Account other than the installment payments described above, except with the express written permission of Ohio National.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Amendment

The Ohio National Life Insurance Company

**P. O. Box 5358
Cincinnati, OH 45201**

The Undersigned hereby amends the Application and/or Contract for the Group Annuity Contract listed below. In the following particulars, with the understanding and agreement that this Amendment and Declarations are to be taken and considered as part of the said Application and/or Contract and that if the Application is herein amended, it shall be considered as a basis of the Group Annuity Contract Group.

Contractholder:

Plan:

Contract Number:

Issue Date:

Dated at _____ this _____ day of _____, 20____

PLAN FIDUCIARY/TRUSTEE OF PLAN

WITNESS

**Sign, Date and Witness both copies.
One copy remains with the Contract.
Return the second copy to the Group Annuity Department.**

Endorsement

The Ohio National Life Insurance Company

P. O. Box 5358
Cincinnati, OH 45201

The Undersigned hereby endorses the Application and/or Contract for the Group Annuity Contract listed below. In the following particulars, with the understanding and agreement that this Endorsement is to be taken and considered as part of the said Application and/or Contract.

Contractholder:

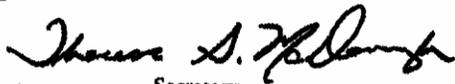
Plan:

Contract Number:

Issue Date:

[Endorsement Date:]

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Annuity Certificate
Nontransferable

Group Contract Number	[GP XXXX]	Certificate Number	[GP XXXX-C-XXXX]
Participant	[John Doe]	Contract State	[OH]
Contractholder	[ABC Corporation 401K Plan]		
Plan	[ABC Corporation 401(k) Plan]		
Initial Payment Date	[October 1, 2020]	Joint Annuitant	[N/A]
Initial Annuity Payment	[\$100.00]	Beneficiary	[Jane Doe]
Type of Annuity	[[\$100.00] monthly for life with [120] months certain. You will receive monthly payments beginning on [October 1, 2020] for as long as you live. If, upon your death, less than [120] payments have been made, monthly payments will continue to be paid to your Beneficiary until the final guaranteed payment date, [September 1, 2030].]		

The Ohio National Life Insurance Company (herein called Ohio National) hereby certifies that, subject to all the provisions of the Group Contract identified above, we will make periodic payments as provided in this Certificate for the duration of the Type of Annuity described above.

All payments are subject in every respect to the Group Contract which alone constitutes the agreement under which payments are made.

The terms of the Group Contract principally affecting the Annuity payments are summarized in this Certificate.

This Certificate supersedes and replaces any or all certificates and riders thereto that may have been previously issued by Ohio National to the Participant under the Group Contract.

[ Secretary  President]

Fixed Annuity Payments

The dollar amount of each periodic payment of a fixed annuity will be determined on the first Annuity Payment Date. The dollar amount of each monthly payment will be based upon the greater of the rates for the age(s) of the Participant and Joint Annuitant, if any, as set forth in the applicable Annuity Option Tables attached to the Contract or the rates for the fixed-dollar single premium immediate annuities being issued by us on the Annuity Payment Date.

Priority of Payments

Annuity payments due during the lifetime of the Participant shall be made to the Participant. Annuity payments under a joint and survivor annuity which are due after the death of the Participant and during the lifetime of the Joint Annuitant shall be made to the Joint Annuitant. Annuity payments under an annuity with payments certain which are due after the death of the Participant and the Joint Annuitant, if any, shall be made to the Beneficiary, if any and if living, otherwise to the estate of the last surviving Payee.

Minimum Monthly Payment

If any monthly annuity payment would be less than [\$100], we reserve the right to change the frequency of payment so that such payment is at least [\$100]. If the purchase payment required to effect an annuity is less than [\$5,000], we reserve the right to terminate our liability and make settlement by payment of a single sum to the person who would otherwise have received the first monthly annuity payment.

Beneficiary

At the time an annuity with payments certain is to be effected, a Beneficiary may be designated to receive any benefits due after the death of the Participant and Joint Annuitant, if any. The designation may thereafter be changed without consent of the Beneficiary, provided, however, the Beneficiary's consent is required to change an irrevocable designation. All beneficiary designations or changes shall be made in writing on forms satisfactory to us. Such designations or changes shall take effect on the date executed, but shall not prejudice any payments made by us in good faith prior to Notice of such designation or change.

Facility Of Payment

If any Payee under this Contract is a minor or, in our opinion, is otherwise incapable of giving a valid receipt and discharge for any payment due, we may, at our sole option, make payment to the person or persons who, in our opinion, are equitably entitled to payment by reason of their caring for and supporting such Payee until claim is made by a duly appointed guardian or other legal representative of such Payee. Payment to such person or persons will constitute a complete discharge of Ohio National's liability to the extent of such payments, and we will not be obliged to see to the application of any money so paid.

Information To Be Furnished in Good Order

For information furnished to be in good order, it must include all information and documents which we may reasonably require for the administration of this Contract. We are entitled to rely upon the information furnished. We reserve the right, but are under no obligation, to inquire into the accuracy and completeness of such information and documents and to inspect the applicable records of the Contractholder at any time. We are entitled to evidence satisfactory to us of the survival or death of any person on whose survival or death any payment depends. If any required information is not provided, we may, at our option, request the person concerned to furnish such information. Ohio National is not liable to take any action or incur any obligations until we receive, in a form satisfactory to us, the information upon which such actions or obligations depend.

Misstatement Of Essential Data

When any of the data on which the effecting of an annuity depends has been misstated, the liability of Ohio National shall be limited to the annuity which could have been purchased on the basis of the true data and the amount allocated to purchase the annuity unless you and we mutually agree on some other equitable adjustment. The amount of any underpayments previously made by us shall be paid with the next payment due under the annuity. The amount of any overpayments previously made by us shall be deducted, to the extent possible, from subsequent payments due under the annuity and any amount not so deducted may be recovered directly by us from the Annuitant, Joint Annuitant or other Payee.

Nontransferability Of Benefits

No Participant, Joint Annuitant or Beneficiary may sell, assign, discount, or pledge as collateral for a loan or as security for the performance of any obligation or for any purpose, any of such Participant's benefits under this Contract, except as security for a loan made to the Participant pursuant to the provisions of the Plan and this Contract.

Except as otherwise provided by the terms of this Contract or as required by law, no benefits accruing under it shall be subject to commutation, anticipation, encumbrance or transfer by any Participant, Joint Annuitant or Beneficiary. To the extent permitted by law, none of the benefits, payments or proceeds of this Contract shall be subject to any claim or legal process by a creditor of any Participant, Joint Annuitant or Beneficiary.

The Ohio National Life Insurance Company



Annuity Certificate *Nontransferable*

Group Contract Number	[GP XXXX]	Certificate Number	[GP XXXX-C-XXXX]
Contractholder	[ABC Corporation 401K Plan]		
Participant	[ABC Corporation 401(k) Plan]	Contract State	[OH]
Plan	[The Ohio National Life Insurance Company Employees Pension Plan]		
Initial Payment Date	[October 1, 2020]	Joint Annuitant	[N/A]
Initial Fixed Annuity Payment	[\$100.00]	Beneficiary	[Jane Doe]
Initial First Variable Annuity Payment	[\$100.00]	Number of Variable Annuity Units:	[Money Market Subaccount - 38.4388]

Type of Annuity: [Variable Annuity] - [Variable life annuity with {0% - 100%} to Joint Annuitant. You will receive monthly payments beginning on [October 1, 2020] for as long as you live. No reduction will be made if the Joint Annuitant dies before you. If you die before the Joint Annuitant, [0% - 100%] will be paid to the Joint Annuitant for life. The amount of the first payment is specified above. Subsequent payments will be determined in accordance with the provisions set forth in this Certificate and in the Group Contract.]

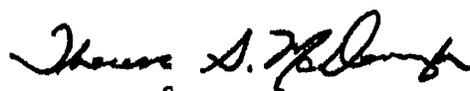
[Fixed Annuity] -

The Ohio National Life Insurance Company (herein called Ohio National) hereby certifies that, subject to all the provisions of the Group Contract identified above, we will make periodic payments as provided in this Certificate for the duration of the Type of Annuity described above.

All payments are subject in every respect to the Group Contract which alone constitutes the agreement under which payments are made.

The terms of the Group Contract principally affecting the Annuity payments are summarized in this Certificate.

This Certificate supersedes and replaces any or all certificates and riders thereto that may have been previously issued by Ohio National to the Participant under the Group Contract.


Secretary


President

PAYMENTS AND VALUES PROVIDED UNDER THIS CERTIFICATE FOR THE VARIABLE ANNUITY ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT OF OHIO NATIONAL AND ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

Fixed Annuity Payments

The dollar amount of each periodic payment of a fixed annuity will be determined on the first Annuity Payment Date. The dollar amount of each monthly payment will be based upon the greater of the rates for the age(s) of the Participant and Joint Annuitant, if any, as set forth in the applicable Annuity Option Tables attached to this Contract or the rates for the fixed-dollar single premium immediate annuities being issued by us on the Annuity Payment Date.

Variable Annuity Payments

First Payment

The dollar amount of the first payment of each variable annuity will be determined on the first Annuity Payment Date and will be derived from the applicable Annuity Option Tables attached to this Contract or any other option table to which we and you agree for the age(s) of the Participant and Joint Annuitant, if any, on the Annuity Payment Date.

Subsequent Payments

The dollar amount of each variable annuity payment after the first will be determined using Variable Annuity Units that may be allocated to one or more Subaccounts. "Variable Annuity Units" are Units used to represent and value that portion of a Participant's (or subsequent Payee's) variable annuity payment derived from a designated Subaccount. The number of Variable Annuity Units of each Subaccount to be credited to the annuity is determined by dividing that part of the first variable annuity payment apportioned to each Subaccount by the Variable Annuity Unit Value of that Subaccount in effect for the same Valuation Period used to determine the Account Value applied to purchase the annuity. The dollar amount of each variable annuity payment after the first is equal to the sum of the amounts determined by multiplying the number of Variable Annuity Units allocated to each Subaccount by the Variable Annuity Unit Value of the applicable Subaccount for the Valuation Period, selected by us and uniformly applied, which is not more than ten Valuation Periods before the due date of each such payment.

Variable Annuity Unit Value

At any time a Participant elects an annuity under this Contract, the initial value of a Variable Annuity Unit for each Subaccount is determined as of the end of the Valuation Period used to determine the Account Value applied to purchase the annuity. The initial value will be equal to the Variable Annuity Unit Value in effect at the end of that Valuation Period and applicable to like contracts having the same Variable Account Asset Charge rate as then in effect under this Contract. The Variable Annuity Unit Value for a current Valuation Period applicable to that Participant shall be determined as follows:

- (a) multiply the Variable Annuity Unit Value for that Subaccount for the immediately prior Valuation Period by the Net Investment Factor (using the Variable Account Asset Charge in effect for the same Valuation Period used to determine the Account Value applied to purchase the annuity) for that Subaccount for such current Valuation Period, and then
- (b) multiply the product by a factor to neutralize the effective annual interest rate assumed in the Annuity Option Tables used.

As an example, for an assumed effective annual interest rate of 3 percent, this factor for a one-day Valuation Period is 0.9999190.

Change in Subaccounts

After variable annuity payments have been made for at least 12 months, the Payee(s) may, no more than once in any calendar quarter without our consent, change all or part of the investment upon which variable annuity payments are based from one or more Subaccounts to one or more other Subaccounts. To do this, we will convert the number of Variable Annuity Units being changed to the number of Variable Annuity Units of the Subaccounts to which the Payee(s) are changing so as to result in the next variable annuity payment being of the same amount that it would have been without the change. After that, variable annuity payments will reflect changes in the values of the new Variable Annuity Units. The Payee(s) must give us Notice at least 30 days before the due date of the first variable annuity payment to which the change will apply.

Priority of Payments

Annuity payments due during the lifetime of the Participant shall be made to the Participant. Annuity payments under a joint and survivor annuity which are due after the death of the Participant and during the lifetime of the Joint Annuitant shall be made to the Joint Annuitant. Annuity payments under an annuity with payments certain which are due after the death of the Participant and the Joint Annuitant, if any, shall be made to the Beneficiary, if any and if living, otherwise to the estate of the last surviving Payee.

Minimum Monthly Payment

If any monthly annuity payment would be less than [\$100], we reserve the right to change the frequency of payment so that such payment is at least [\$100]. If the purchase payment required to effect an annuity is less than [\$5,000], we reserve the right to terminate our liability and make settlement by payment of a single sum to the person who would otherwise have received the first monthly annuity payment.

Beneficiary

At the time an annuity with payments certain is to be effected, a Beneficiary may be designated to receive any benefits due after the death of the Participant and Joint Annuitant, if any. The designation may thereafter be changed without consent of the Beneficiary, provided, however, the Beneficiary's consent is required to change an irrevocable designation. All beneficiary designations or changes shall be made in writing on forms satisfactory to us. Such designations or changes shall take effect on the date executed, but shall not prejudice any payments made by us in good faith prior to Notice of such designation or change.

Facility Of Payment

If any Payee under this Contract is a minor or, in our opinion, is otherwise incapable of giving a valid receipt and discharge for any payment due, we may, at our sole option, make payment to the person or persons who, in our opinion, are equitably entitled to payment by reason of their caring for and supporting such Payee until claim is made by a duly appointed guardian or other legal representative of such Payee. Payment to such person or persons will constitute a complete discharge of Ohio National's liability to the extent of such payments, and we will not be obliged to see to the application of any money so paid.

Information to Be Furnished in Good Order

For information furnished by you to be in good order, it must include all information and documents which we may reasonably require for the administration of this Contract. We are entitled to rely upon information furnished by you. We reserve the right, but are under no obligation, to inquire into the accuracy and completeness of such information and documents and to inspect the applicable records of the Contractholder at any time. We are entitled to evidence satisfactory to us of the survival or death of any person on whose survival or death any payment depends. If you cannot supply any information required under this Contract, we may, at our option, request the person concerned to furnish such information. Ohio National is not liable to take any action or incur any obligations until we receive, in a form satisfactory to us, the information upon which such actions or obligations depend.

Misstatement Of Essential Data

When any of the data on which the effecting of an annuity depends has been misstated, the liability of Ohio National shall be limited to the annuity which could have been purchased on the basis of the true data and the amount allocated to purchase the annuity unless you and we mutually agree on some other equitable adjustment. The amount of any underpayments previously made by us shall be paid with the next payment due under the annuity. The amount of any overpayments previously made by us shall be deducted, to the extent possible, from subsequent payments due under the annuity and any amount not so deducted may be recovered directly by us from the Annuitant, Joint Annuitant or other Payee.

Nontransferability Of Benefits

No Participant, Joint Annuitant or Beneficiary may sell, assign, discount, or pledge as collateral for a loan or as security for the performance of any obligation or for any purpose, any of such Participant's benefits under this Contract, except as security for a loan made to the Participant pursuant to the provisions of the Plan and this Contract.

Except as otherwise provided by the terms of this Contract or as required by law, no benefits accruing under it shall be subject to commutation, anticipation, encumbrance or transfer by any Participant, Joint Annuitant or Beneficiary. To the extent permitted by law, none of the benefits, payments or proceeds of this Contract shall be subject to any claim or legal process by a creditor of any Participant, Joint Annuitant or Beneficiary.



Owner/Plan Sponsor Information

1. Contractholder (Exact Legal Name) Plan Name (If different than Contractholder)

Address (Physical Address) Telephone Number

City State Zip

2. Plan Sponsor /Employer

Mailing Address (If different from Physical Address) Telephone Number

City State Zip

3. Name of Plan Fiduciary/Trustee(s)

Mailing Address (If different than Plan Sponsor) Telephone Number

City State Zip

E-mail Address Fax Number

4. Employer Identification Number (EIN) of Plan Sponsor

-

5. Employer is:
- Corporation (including tax-exempt or non-profit corporation)
 - S Corporation
 - Sole Proprietorship
 - Partnership
 - Other _____
 - Professional Service Corporation
 - Limited Liability Company that is taxed as:
 - a. a partnership
 - b. a corporation
 - c. an S corporation
 - d. a sole proprietorship

Retirement Plan Information

6. Plan Identification Number

7. Type of Plan:
- 401(k) Profit Sharing Plan (select all that apply)
 - Safe Harbor election
 - SIMPLE election
 - Roth contributions permitted
 - Profit Sharing Plan
 - Other _____
 - 403(b) Plan (select all that apply)
 - ERISA 403(b)
 - Non-ERISA 403(b)
 - Safe Harbor election
 - Roth contributions permitted

Contract Information

8. Optional Riders (Select only one)

8a. Stable Value Fund Account Rider

If you elect a contract that includes the Stable Value Fund Account, the Fixed Account, Money Market Subaccount and Bond Portfolio will not be available in the contract.

8b. Fixed Account Rider

If you elect a contract that includes a Fixed Account, the Stable Value Fund Account will not be available in the contract.

9. Default Investment Option

9a You may designate a Default Investment Option. If you do not select a Default Investment Option, then you are deemed to have selected the Money Market Subaccount as the Default Investment Option unless the Stable Value Fund Account is selected as an available investment option under the Contract, in which case you are deemed to have selected the Stable Value Fund Account as the Default Investment Option.

9b. Do you wish to designate a Default Investment? Yes No

(If Yes, go to question 9c., if No, go to question 10.)

9c. The Default Investment Option for:

The Plan Account is the _____ Subaccount.

The Participant Account is the _____ Subaccount.

10. Will the contract allow individual participant-directed investments? Yes No

11. Employer Directed Account*

11a. Will the plan permit Employer Directed accounts? Yes No (If Yes, go to question 11b. If No, go to question 12.)

11b. If 11a. is "Yes," select the contribution type(s) that will be Employer Directed.

Employer Matching Contributions

Employer Non-elective Profit Sharing Contributions

Other _____

Plans which have employer directed investments should complete the following allocation schedule for all employer directed contribution accounts allowed in the plan. (Allocations must be made in increments of 1% and must total 100%.)

Subaccount	Allocation	Subaccount	Allocation
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %

*The ONcore Advantage is an allocated product, which typically will have participant directed investments, but the Contractholder may choose to direct all investments.

Replacement

12. Will the purchase of this group annuity replace or change an existing life insurance policy or annuity contract? Yes No
If yes and if individual employees will be individually solicited, or if the employees will choose between products, all required state replacement and/or transfer forms must be completed for each individual employee.

If yes, please provide details: _____

State Insurance Fraud Notices

For Arizona, Iowa, Kansas and Nevada Applicants: The undersigned proposed insured and agent represent that the Proposed Insured has read, or had read to him/her, the completed application and that he/she realizes that any false statement or misrepresentation therein may result in loss of coverage under the policy. It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Only a court of law can make a determination of guilt regarding insurance fraud.

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

For DC Applicants: 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.

For Kentucky Applicants: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud which is a crime. I have read and understood this notice.

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

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

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

For Missouri, West Virginia and Wisconsin Applicants: The undersigned Proposed Insured and Agent represent that the Proposed Insured has read, or had read to him/her, the completed application and that he/she realizes that any false statement or misrepresentation therein may result in loss of coverage under the policy.

For New Mexico Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Ohio and Oklahoma Applicants: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For Pennsylvania: 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.

For Puerto Rico: Any person who knowingly and with the intent to defraud, presents false information in an application or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years, if extenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

Representative Disclosure and Statement

13. The Representative commission election will be _____% on (premiums in the first 2 years) and 0. _____% trail commission.

14. Complete all information in the following table for the Writing Representative(s) who will receive a commission share:

Representative's Name*	Are you variable licensed?	Writing Code	Commission Share
1.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
5.	<input type="checkbox"/> Yes <input type="checkbox"/> No		

*Name of Primary Representative to whom all correspondence is to be directed should be entered first.

Primary Representative's Mailing Address	City	State	Zip

The ONcore Advantage contract is exempt from registration under the Securities Act of 1933. This means that it is not necessary to hold a securities license to sell the contract unless the state in which the contract will be issued so requires.

Are you registered with a Broker-Dealer? Yes No

If "Yes", please name the Broker-Dealer for each corresponding Writing Representative.

All Writing Representatives must sign below.

1. Signature of Writing Representative

1. Broker Dealer

2. Signature of Writing Representative

2. Broker Dealer

3. Signature of Writing Representative

3. Broker Dealer

4. Signature of Writing Representative

4. Broker Dealer

5. Signature of Writing Representative

5. Broker Dealer

I (we) hereby request - The Ohio National Life Insurance Company to issue an ONcore Advantage contract, in accordance with the above specifications, to serve as a funding vehicle for all or part of the benefits provided under the plan described above.

- It is understood that:
- (i) this application will become part of the contract;
 - (ii) application for the contract may be amended at the time the contract is delivered;
 - (iii) no deposits will be accepted until the application is signed and returned to the Ohio National Home Office;
 - (iv) the application is subject to approval by the Home Office of Ohio National;
 - (v) no person, other than the President, the Secretary or Board-elected Executive officer of Ohio National by written agreement, has the authority to make or modify any group annuity contract or to bind Ohio National by making any promise or representation, or by giving or receiving any information that is not included in, or contradicts, the terms of the contract.

Contractholder/Trustee

Print Name

Note: 403(b) Plan, Signature of Authorized Representative

Title

Date

SERFF Tracking Number: ONFS-126322158 State: Arkansas
 Filing Company: The Ohio National Life Insurance Company State Tracking Number: 43623
 Company Tracking Number: FORM GA-09-V-1, ET AL
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: Oncore Advantage Group Annuity Contract
 Project Name/Number: Oncore Advantage Group Annuity Contract/

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Group annuities that are used to fund pensions, etc, are exempt from readability requirements - Ch. 80 s23-80-204(b)(3)		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Attachment: 6325 FILLABLE APPLICATION.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment: Statement of Variability.pdf		

	Item Status:	Status Date:
Satisfied - Item: Filing Fee Schedule		
Comments:		
Attachment: Arktrans.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certification of Compliance		
Comments:		

SERFF Tracking Number: ONFS-126322158 State: Arkansas
Filing Company: The Ohio National Life Insurance Company State Tracking Number: 43623
Company Tracking Number: FORM GA-09-V-1, ET AL
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: Oncore Advantage Group Annuity Contract
Project Name/Number: Oncore Advantage Group Annuity Contract/

Attachment:

CERT OF COMPLIANCE.pdf

Item Status:

Status

Date:

Satisfied - Item: Cover Letter

Comments:

Attachment:

AR Filing Ltr.pdf



Owner/Plan Sponsor Information

1. Contractholder (Exact Legal Name) Plan Name (If different than Contractholder)
Address (Physical Address) Telephone Number
City State Zip

2. Plan Sponsor /Employer
Mailing Address (If different from Physical Address) Telephone Number
City State Zip

3. Name of Plan Fiduciary/Trustee(s)
Mailing Address (If different than Plan Sponsor) Telephone Number
City State Zip
E-mail Address Fax Number

4. Employer Identification Number (EIN) of Plan Sponsor

5. Employer is:
[] Corporation (including tax-exempt or non-profit corporation) [] Professional Service Corporation
[] S Corporation [] Limited Liability Company that is taxed as:
[] Sole Proprietorship a. [] a partnership
[] Partnership b. [] a corporation
[] Other _____ c. [] an S corporation
d. [] a sole proprietorship

Retirement Plan Information

6. Plan Identification Number

7. Type of Plan:
[] 401(k) Profit Sharing Plan (select all that apply)
[] Safe Harbor election
[] SIMPLE election
[] Roth contributions permitted
[] Profit Sharing Plan
[] Other _____
[] 403(b) Plan (select all that apply)
[] ERISA 403(b)
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Contract Information

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If you elect a contract that includes the Stable Value Fund Account, the Fixed Account, Money Market Subaccount and Bond Portfolio will not be available in the contract.

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9b. Do you wish to designate a Default Investment? Yes No

(If Yes, go to question 9c., if No, go to question 10.)

9c. The Default Investment Option for:

The Plan Account is the _____ Subaccount.

The Participant Account is the _____ Subaccount.

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11a. Will the plan permit Employer Directed accounts? Yes No (If Yes, go to question 11b. If No, go to question 12.)

11b. If 11a. is "Yes," select the contribution type(s) that will be Employer Directed.

Employer Matching Contributions

Employer Non-elective Profit Sharing Contributions

Other _____

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Subaccount	Allocation	Subaccount	Allocation
_____	_____ %	_____	_____ %
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_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %

*The ONcore Advantage is an allocated product, which typically will have participant directed investments, but the Contractholder may choose to direct all investments.

Replacement

12. Will the purchase of this group annuity replace or change an existing life insurance policy or annuity contract? Yes No
If yes and if individual employees will be individually solicited, or if the employees will choose between products, all required state replacement and/or transfer forms must be completed for each individual employee.

If yes, please provide details: _____

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

For Missouri, West Virginia and Wisconsin Applicants: The undersigned Proposed Insured and Agent represent that the Proposed Insured has read, or had read to him/her, the completed application and that he/she realizes that any false statement or misrepresentation therein may result in loss of coverage under the policy.

For New Mexico Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

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For Pennsylvania: 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.

For Puerto Rico: Any person who knowingly and with the intent to defraud, presents false information in an application or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years, if extenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

Representative Disclosure and Statement

13. The Representative commission election will be _____% on (premiums in the first 2 years) and 0. _____% trail commission.

14. Complete all information in the following table for the Writing Representative(s) who will receive a commission share:

Representative's Name*	Are you variable licensed?	Writing Code	Commission Share
1.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
5.	<input type="checkbox"/> Yes <input type="checkbox"/> No		

*Name of Primary Representative to whom all correspondence is to be directed should be entered first.

Primary Representative's Mailing Address	City	State	Zip

The ONcore Advantage contract is exempt from registration under the Securities Act of 1933. This means that it is not necessary to hold a securities license to sell the contract unless the state in which the contract will be issued so requires.

Are you registered with a Broker-Dealer? Yes No

If "Yes", please name the Broker-Dealer for each corresponding Writing Representative.

All Writing Representatives must sign below.

1. Signature of Writing Representative

1. Broker Dealer

2. Signature of Writing Representative

2. Broker Dealer

3. Signature of Writing Representative

3. Broker Dealer

4. Signature of Writing Representative

4. Broker Dealer

5. Signature of Writing Representative

5. Broker Dealer

I (we) hereby request - The Ohio National Life Insurance Company to issue an ONcore Advantage contract, in accordance with the above specifications, to serve as a funding vehicle for all or part of the benefits provided under the plan described above.

- It is understood that:
- (i) this application will become part of the contract;
 - (ii) application for the contract may be amended at the time the contract is delivered;
 - (iii) no deposits will be accepted until the application is signed and returned to the Ohio National Home Office;
 - (iv) the application is subject to approval by the Home Office of Ohio National;
 - (v) no person, other than the President, the Secretary or Board-elected Executive officer of Ohio National by written agreement, has the authority to make or modify any group annuity contract or to bind Ohio National by making any promise or representation, or by giving or receiving any information that is not included in, or contradicts, the terms of the contract.

Contractholder/Trustee

Print Name

Note: 403(b) Plan, Signature of Authorized Representative

Title

Date

STATEMENT OF VARIABILITY

Re: Form GA-09-V-1, Group Annuity Contract
 Form GA-09-FAA-1, Fixed Account Rider
 Form GA-09-SVF-1, Stable Value Fund Account Rider

The following information shows the minimum and maximum values applicable to the variable material that is shown on the Contract Specifications Page, Page 3, of Contract Form GA-09-V-1 for the Contract terms, as indicated:

- Minimum Contribution Amount (per Contribution): \$10 - \$1,000
- Minimum Yearly Contribution Amount (per Contract Year): \$0 - \$100,000
- Maximum Contribution Amount (per Contract Year): \$100,000 - \$1,000,000
- Minimum Group Contract Account Value: \$0 - \$500,000

- General Administration Charge: \$0 - \$2,000
- Transfer Fee: \$10.00 - \$25.00 per transfer (waived for the first 10-20 transfers in any Contract Year)
- Fee for Excessive Withdrawals: \$10.00 - \$25.00 per withdrawal in excess of 10-20 withdrawals per Contract Year
- Surrender Charge: Apply or Does not apply
- Surrender Charge Contribution Period: Not Applicable or First 1-9 Contract Years
- Surrender Charge Schedule:

Contract Year	Surrender Charge
1	0% - 3%
2	0% - 3%
3	0% - 3%
4	0% - 2%
5	0% - 2%
6	0% - 2%
7	0% - 1%
8	0% - 1%
9	0% - 1%

- Variable Account Asset Charge:

The total number of asset bands shown below as well as in the sample Contract Specifications page (Page 3 of the Contract) may vary. Also, the range of the dollar value for each asset band may vary. The minimum and maximum values for the dollar range of each asset band and the minimum and maximum values for the Variable Account Asset Charge are as follows:

Total Assets	Asset Charge	
	Annual	Daily
\$0.00-\$999,999,999(unlimited)	0.10% - 3.00%	0.0002738% - 0.0080986%

The dollar amount bands shown in the total assets column may vary from contractholder to contractholder and will range from \$0.00 to \$999,999,999. The entire chart of asset bands and the corresponding variable account asset charge will always print no matter the initial dollar amount contributed because the group contract account value is expected to grow and/or decline over time. If the account value falls within the range of another asset band at the time it is redetermined, the variable account asset charge will change from the current charge to the charge corresponding to the new asset band. The Variable Account Asset Charge table will be customized for each Contractholder based on the charges applicable for that contract, which could vary based upon the administrative, marketing and servicing expenses associated with that contract.

The Variable Account Asset Charge Redetermination Period: monthly, quarterly, semi-annually or yearly from the Contract Date.

STATEMENT OF VARIABILITY

Page 2

The following information is applicable to Contract Specification Page 4 that pertains to the Riders. The variable information may be changed as follows:

Fixed Account Rider:

Guaranteed Interest Period (after the initial interest period): 6-24 months
Floor Guaranteed Minimum Interest Rate: 1% - 3%
Amounts Transferred From Fixed Account: 5% - 20%
MVA assessed for withdrawals exceeding the following percentage of Contribution Account Value: 5% - 20%

Stable Value Fund Account Rider:

Note: On any given contract only one of the Riders maybe attached at issue.

The following information is applicable to the variable material that appears in various provisions throughout the contract:

Minimum Transfer amount between Subaccounts and the Principal Conservation Account: \$500 - \$2,000

Minimum retirement age for withdrawals without surrender charge or a market value adjustment under the Fixed Account Rider: 50 - 60 years of age

Minimum Payment Amounts: Partial Withdrawals \$500 - \$2,000
(Partial withdrawals may not reduce Participant Account Value below \$5,000 - \$10,000)

Minimum Monthly Payment Upon Annuitization: \$100 - \$500 (we will change the frequency of payments from monthly to cause each payment to equal the minimum)

Minimum Purchase Payment Required to effect an Annuity: \$5,000 - \$10,000

Limitation on Amount which can be annuitized: \$1,000,000 - \$2,000,000

Loan Conditions: Minimum Loan Amount: \$1,000 - \$5,000

Termination by Ohio National: Aggregate value of all Participant Accounts declines by: 25% - 75%

Annuity Option Tables: Based on prevailing market rates and the Annuity 2000 Mortality Table projected under Scale G to 2010.



Lori Rochford, JD
Director, Contract Compliance

Date: September 17, 2009

ARKANSAS INSURANCE DEPARTMENT

Lee Douglas
Insurance Commissioner

400 University Tower Building
1123 South University Ave.
Little Rock, Arkansas 72204

501-586-2900

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: The Ohio National Life Insurance Company

Company NAIC Code: 67172

Company Contact Person & Telephone # Kim Wright 1-800-366-6654 Dept. 7, opt 3

***** INSURANCE DEPARTMENT USE ONLY *
* *
* ANALYST: _____ AMOUNT: _____ ROUTE SLIP: _____ *

ALL FEES ARE PER EACH INSURER, PER ANNUAL STATEMENT LINE OF BUSINESS, UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing. * 1 x \$50 = \$50
OH Filing fee - \$50

** Retaliatory _____

Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer. * _____ x \$50 = _____

** Retaliatory _____

Life and/or Disability Policy, Contract or Annuity Forms: Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form. * _____ x \$20 = _____

** Retaliatory _____

Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer. * _____ x \$25 = _____

** Retaliatory _____

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority. * _____ x \$400 = _____

Filing to amend Certificate of Authority. ** _____ x \$100 = _____
* _____

One Financial Way
Cincinnati, Ohio 45242



Post Office Box 237
Cincinnati, Ohio 45201-0237
Telephone: 513.794.6100
www.ohionational.com

CERTIFICATE OF COMPLIANCE

ARKANSAS RULE AND REGULATION 19

I, Lori Rochford, Director, Contract Compliance, of The Ohio National Life Insurance Company, do hereby certify that I have carefully reviewed the policy form(s) submitted herein, and to the best of my knowledge find that they are in compliance with Arkansas Rule and Regulation 19 regarding Unfair Sex Discrimination In The Sale of Insurance as well as all applicable requirements of the Arkansas Department.

By: 

Lori Rochford, JD
Director, Contract Compliance

Date: September 28, 2009

AR



Ohio National
Financial Services®

Via SERFF

September 29, 2009

NAIC # 67172

Mr. John Shields
Department of Insurance
1200 W. Third Street
Little Rock AR 72201-1904

Re: Form GA-09-V-1, Group Annuity Contract
Form GA-09-FAA-1, Fixed Account Rider
Form GA-09-SVF-1, Stable Value Fund Account Rider
Form GA-6732, Amendment
Form GA-6732-E, Endorsement
Form GA-09-C-F, Certificate
Form GA-09-C-V, Certificate
Form 6325, Group Annuity Application

Dear Mr. Shields:

This filing is being submitted on behalf of The Ohio National Life Insurance Company.

Enclosed for your review and approval is a Group Allocated Annuity Contract, Form GA-09-VA-1, a Fixed Account Rider, Form GA-09-FAA-1, a Stable Value Fund Account Rider, Form GA-09-SVF-1, a Contract Amendment, Form GA-6732, a Contract Endorsement, Form GA-6732-E, two Certificates, Form GA-09-C-F and Form GA-09-C-V, and an Application, Form 6325.

Form GA-09-V-1, the Group Annuity Contract, is an Allocated Group Annuity Contract and is used to accumulate funds for corporate defined contribution pension plans and profit sharing plans. The Contract does not establish any retirement pension plan; such plan provisions must be established separately.

No front-end loads will be taken from deposits made into the contract.

Form GA-09-FAA-1, a Fixed Account Rider, provides for a guaranteed fixed interest account as a Fixed Account investment option under the Contract, (referred to in the contract as the "Principal Conservation Account"). The Fixed Account is an interest bearing account within our general account. The general account consists of all our general assets, other than those accumulated in the Separate Account or other segregated asset accounts. Any Fixed Account guarantees are supported by our general account only.

The Ohio National Life Insurance Company
Ohio National Life Assurance Corporation

(2)

Form GA-09-SVF-1, a Stable Value Fund Account Rider, adds the Stable Value Fund Account as an investment option under the Contract (referred to in the contract as the “Principal Conservation Account”). The Stable Value Fund Account is an account held in the Separate Account. The Stable Value Fund Account holds units of participation in a collective investment trust whose primary investment objectives are to seek to provide a current return, consistent with, and providing for, maintaining the principal value of the Stable Value Fund Portfolio, maintaining high credit quality, providing a reasonable tracking of interest rates, and providing short and long term liquidity for benefit payments.

Please note that **either** the Fixed Account Rider, Form GA-09-FAA-1, or the Stable Value Fund Account Rider, Form GA-09-SVF-1, may be selected and added to the Contract but not both.

Form GA-6732 is a Contract Amendment form. This form is intended to be used if any corrections are required to the information initially submitted with the Contract or later while the contract is in force.

Form GA-6732-E is a Contract Endorsement and will be used to correct and/or change a contract provision at time of issue or after the contract is in force.

Form GA-09-C-F is a new Fixed Annuity Certificate. **Form GA-09-C-V** is a new Variable Annuity Certificate. These Certificates will be used to carry out the benefits the participant is entitled to under the pension plan. Depending on how the Participants’s benefits are administered will determine if the Fixed Certificate, Form GA-09-C-F, or the Variable Certificate, Form GA-09-C-V, is used.

Also enclosed for your review and approval is Application Form 6325, which will be used to apply for this product. The Application is new and not intended to replace any previously approved form.

This filing was submitted to Ohio, our domiciliary state, on September 18, 2009. Forms filed in Ohio are deemed approved 30 days after the filing is received, per Ohio Rev. Code Section 395.14.

Please be advised that we have reviewed Regulation 6 and are in compliance.

The forms do not contain any unusual or controversial items from regular company practice and industry standards.

The product will be sold to purchasers of group annuities by representatives licensed to sell pension products in your state. The representatives will be properly appointed by Ohio National. This group annuity is not an SEC – registered product.

All of the enclosed forms are in final print, subject to minor variations in fonts, paper stock, color, duplexing and positioning. Brackets have been placed surrounding the Company’s officer’s signature and our Home Office address, to be presented as variable data. Similarly, brackets surround sample data provided on the Contract Specifications page.

The sample contract charges that are provided in brackets are those that Ohio National intends to use for the initial introduction of this product. We reserve the right to adjust those charges over time for **new issue** only. Ohio National guarantees that the expense charges imposed will never be more than the charges as provided in each contract at time of issue.

In addition, brackets appear in several provisions throughout the contract. The information for this variable material is included on the Statement of Variability.

Any paid-up annuity, cash surrender or death benefit that is payable under any of these contracts will never be less than the minimum benefits required by law in your state.

(3)

The purchase rates are guaranteed for the first five contract years and will apply afterward unless we modify them upon notice to the contractholder.

We will hold reserves which will be consistent with the Standard Valuation Law.

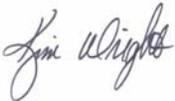
All contract values comply with the minimum requirements of the Standard Valuation Law as enacted in your state. Actuarial memoranda explaining our reserving practices and demonstrating standard nonforfeiture value compliance are enclosed for your reference.

The contracts and riders will not be illustrated. All other required filing documents are included in this submission.

Actuarial questions concerning this submission may be directed to Mr. Jeff Mackey, Investments and Annuities, at 513-794-6504. All other questions or concerns should be directed to me at 1-800-366-6654, Dept. 7, Option 3 (press 7 after the initial greeting, the system does not prompt this), via fax at 1-513-794-4522, or by email at kim_wright@ohionational.com.

Thank you for your assistance with this submission. I look forward to your approval.

Sincerely,

A handwritten signature in cursive script that reads "Kim Wright".

Kim Wright, FLMI, AIRC, CCP
Paralegal
Senior Contract Compliance Regulatory Technician
Contract Compliance Unit / Product Development

Enclosure