

SERFF Tracking Number: AEMN-126383983 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 44231
 Company Tracking Number: 411295AR
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity
 Project Name/Number: RAVA 5 Full Filing/411295

Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: Variable Annuity SERFF Tr Num: AEMN-126383983 State: Arkansas
 TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 44231
 Variable and Variable Closed
 Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: 411295AR State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Debbie Berg, Linda Elston, Disposition Date: 12/07/2009
 Claudia Gehrig, Jeff Pederson,
 Susan Schmidt
 Date Submitted: 12/03/2009 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: RAVA 5 Full Filing
 Project Number: 411295
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending
 Date Approved in Domicile:
 Domicile Status Comments: Domicile State of Minnesota is an Interstate Compact state. The base contract, datapages and applications will be filed via Interstate Compact on 12/3/09. The riders and datapage inserts will be filed individually with Minnesota and all other states throughout November 2009.

Explanation for Combination/Other:
 Submission Type: New Submission
 Overall Rate Impact:
 Filing Status Changed: 12/07/2009

Market Type: Individual
 Group Market Size:
 Group Market Type:
 Explanation for Other Group Market Type:
 State Status Changed: 12/07/2009
 Created By: Debbie Berg
 Corresponding Filing Tracking Number:

Deemer Date:
 Submitted By: Susan Schmidt

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Filing Description:

Subject: Individual Fixed and Variable Annuity Submission

We wish to place the 10 fixed and variable annuity forms listed in the forms tab on file for approval. They consist of 1 contract, 1 Contract Data pages, 3 riders, 3 Contract Data Page Inserts and 2 applications.

Corresponding Filings Submitted at this time:

AEMN-126383983 (411295AR) - this filing
AEMN-126405659 (411295AR65)
AEMN-126405718 (411295AR76)

These filings are associated with our "Itasca Full Filing" project approved on 09/23/2009, your file number 43492 and 43480. The main purpose of both of these filings is to have one common set of contract forms that will be used by multiple distributors and administered by a single new administration system, rather than the several different forms currently in use, supported by several administration systems. This form and system standardization will be more efficient since we will have fewer forms in total to manage, fewer product rules, and it will allow us to provide better client service. Future products may use the base contract in this filing with new data pages we will file for those products. Similar, previously approved forms on our old administrative system will continue to be used in certain distribution channels, for certain distributors and certain tax qualified lines of business for an extended period of time. No part of this filing contains any unusual or controversial items from normal company or industry standards.

These variable annuities will be sold through different distributors in the bank, captive agent and broker-dealer markets on a nonqualified, IRA, TSA and 401 plan basis. We intend to implement the new forms after the latest of May 3, 2010, state approval or SEC annuity prospectus effective date. These variable forms are subject to federal jurisdiction, and accordingly the Flesch requirements do not apply.

Application form 411297 will replace previously approved application 131172, approved 05/26/2009, your file number 42458.

The other forms in this submission will not replace any forms since approved forms on our old administrative system will continue to be used as we complete our conversion to the new system. Please see the Supporting Documentation tab for forms list of similar, approved forms along with primary differences.

Attached in the Supporting Documentation tab are redlined comparisons of these forms with similar forms in the Itasca Full Filing or with other previously approved, similar forms to aid your review.

CONTRACT FORM

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Form 411295 – INDIVIDUAL FLEXIBLE PAYMENT DEFERRED ANNUITY CONTRACT

This contract and each data page listed below provide for contract values and annuity payments on a fixed, variable or some combination basis. Purchase payments may be allocated to:

- a Regular Fixed Account,
- a Special Dollar Cost Averaging (SDCA) Fixed Account and
- a variable account which offers a variety of subaccounts.

Contract Form 411295 will be issued with product-specific data page 411295-DPRS5; the complete description of the product is found in the actuarial memorandum for the contract and data page combination. The difference between this contract and the contracts in the Itasca Full Form filing is that surrender charges are contract year based and end after a specified number of years, rather than a rolling payment-date based schedule of surrender charges. Similar to base contract form 411265 in the Itasca Full Form filing, it includes a purchase payment credits (bonus) provision and a waiver of surrender charges for hospitalization, nursing home confinement and terminal illness. Endorsement form 411272 (Guarantee Period Accounts with Market Value Adjustment feature), approved in the Itasca Full Form filing, will also be attached to this contract when offered. The contract provides payout rates on a sex-distinct basis. If issued to employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964, the contract will include unisex rates endorsement form 411271, approved in the Itasca Full Form filing. The contract is not used with an illustration. The actuarial memorandums submitted with this filing contain detailed product benefit and charge descriptions. The actuarial memorandums submitted with this filing also contain detailed information about the Fixed Account guaranteed minimum interest rate. A complete listing of all previously approved or pending forms to be used with this contract is attached under Supporting Documentation.

CONTRACT DATA PAGE FORM

...Form 411295-DPRS5

This data page will be issued with contract form 411295. The contract year based surrender charge schedule is 7%, 6%, 5% and 4% with this product. There are no surrender charges after the fourth contract year. There are no purchase payment credits with this product. The normal issue ages will be up to age 90. The minimum initial payment will be \$10,000 for non-qualified contracts and \$2,000 for tax qualified contracts. Additional payments (minimum \$50) are allowed but are not required.

APPLICATION FORMS

'Front End' Individual Variable Annuity Applications:

...Form 411297 Form 411298

These applications will be used to apply for (1) contract form 411295 with Contract Data page 411295-DPRS5, (2) contract form 411265 with Contract Data pages 411265-DPRA57 and 411265-DPRA510 and (3) contract form 411276

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with Contract Data page 411276-DPRC5 for sales where purchase information is not sent to us electronically by the agent/distributor. (Electronic submissions will use 'Back End' Application form 411267 (Owner Acknowledgement Form) approved with our Itasca Full Form filing, your file number 43492.) Form 411297 will be used for non-qualified sales and 411298 will be used for tax qualified sales.

OPTIONAL DEATH AND LIVING BENEFIT RIDERS

The optional death benefit rider listed below provides a death benefit in addition to the death benefit provided under the base contract. The optional living benefit riders listed below provide an additional living benefit to the base contract. The actuarial memorandums submitted with this filing contain detailed rider benefits and charges descriptions. These optional riders will be used with submitted contract form 411295, as well as contract forms 411265 and 411276 and associated Contract Data pages approved with our Itasca Full Form filing.

DEATH BENEFIT RIDER

...Rider Form 411291 (Maximum 5-Year Anniversary Value (5-Year MAV) Death Benefit Rider)

This optional death benefit rider replaces the regular death benefit provision and provides a maximum anniversary value, if the contract value on the prior fifth contract anniversary is greater than payments and any purchase payment credits or the contract value, upon death of the owner. Currently, the maximum age at which this death benefit rider may be elected is age 75. For specified ownership changes, the rider terminates if the new owner is older than the benefit age shown under Contract data, currently age 75.

DATA PAGE INSERT FORM FOR DEATH BENEFIT RIDER

...Form DP411291

The data page insert paragraph will appear on various approved Contract Data pages, including those included in this submission, when the associated 5 Year MAV optional death benefit rider form is selected at application or as an attachment if a rider is added after contract issue.

LIVING BENEFIT RIDERS

...Rider Forms 411296-SG and 411296-JT (Guaranteed Lifetime Withdrawal Benefit Rider - Single and Joint Riders (SecureSource Stages 2))

These are optional guaranteed lifetime withdrawal benefit riders available as a single or joint rider. The single rider will initially be available up to issue age 80, and for the joint rider the covered spouse must be 80 or younger on the issue date. This maximum rider issue age may change based on market conditions and experience. The marketing name, subject any change, is SecureSource Stages 2. These riders are similar to 411284-SG and 411284-JT, approved with our Itasca Full Form filing. For both the prior and new riders, the lifetime benefit amount can vary between a higher and a lower guaranteed amount based on the relationship between the contract value and payments made, adjusted for withdrawals, any rider credits and step-ups. The primary difference is that in the prior forms withdrawals during the three

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year Waiting Period result in rider guarantees being reset based on the contract value after the Waiting Period. Withdrawals during the Waiting Period will not reset benefits in the new riders. Instead, a withdrawal during the Waiting Period will lock in a lower lifetime benefit withdrawal amount.

DATA PAGE INSERT FORMS FOR LIVING BENEFIT RIDERS

...Form DP411296-SG...Form DP411296-JT

The applicable data page insert paragraphs will appear on various approved Contract Data pages, including those included in this submission, when an associated optional living benefit rider is selected at application or as an attachment if the rider is added after contract issue.

STATEMENT OF VARIABILITY (SOV)

Material that may change is indicated by brackets on the submitted forms. Statements of Variability are included, and each form is annotated to match the SOV explanation given. We also plan to vary the typestyle, paper, weight and ink color to accommodate future generations of the form. However, any adaptation we make will not involve changes to the text without prior approval and will always meet or exceed the requirements of your state regulations.

To the best of our knowledge, these forms comply with your state regulations. Please call or email me if I can provide any further information to aid your review.

Company and Contact

Filing Contact Information

Linda Elston, Sr. Contract Analyst Linda.Elston@ampf.com
 9550 Ameriprise Financial Center 612-671-6267 [Phone]
 H22/9550 612-671-3866 [FAX]
 Minneapolis, MN 55474

Filing Company Information

RiverSource Life Insurance Company CoCode: 65005 State of Domicile: Minnesota
 9550 Ameriprise Financial Center Group Code: 4 Company Type: Life
 H22/9550 Group Name: State ID Number:
 Minneapolis, MN 55474 FEIN Number: 41-0823832
 (612) 671-2465 ext. [Phone]

Filing Fees

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Fee Required? Yes
Fee Amount: \$125.00
Retaliatory? Yes
Fee Explanation: Domicile state of Minnesota requires as \$125.00 form filing fee.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
RiverSource Life Insurance Company	\$125.00	12/03/2009	32442924

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	12/07/2009	12/07/2009

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Disposition

Disposition Date: 12/07/2009

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	Actuarial Memorandums	No	
Supporting Document	Statements of Variabilities	Yes	
Supporting Document	Forms List	Yes	
Supporting Document	Red-line Changes Comparison	Yes	
Supporting Document	Certifications	Yes	
Supporting Document	Consumer Information Notice	Yes	
Form	Deferred Annuity Contract	Yes	
Form	Contract Data RAVA 5 Select	Yes	
Form	Maximum Anniversary Value 5 Death	Yes	
	Benefit Rider		
Form	Datapage Insert Language MAV5	Yes	
Form	Guaranteed Lifetime Withdrawal Benefit	Yes	
	Rider - Joint Life		
Form	Datapage Insert Language Joint GLWB	Yes	
Form	Guaranteed Lifetime Withdrawal benefit	Yes	
	Rider - Single Life		
Form	Datapage Insert Language Single GLWB	Yes	
Form	Non-Qualified Individual Variable Annuity	Yes	
	Application		
Form	Qualified Individual Variable Annuity	Yes	
	Application		

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Form Schedule

Lead Form Number: 411295

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	411295	Policy/Cont Deferred Annuity ract/Fratern Contract al Certificate	Initial		0.000	411295 Contract.pdf
	411295- DPRS5	Data/DeclarContract Data RAVA ation Pages5 Select	Initial		0.000	411295- DPRS5.pdf
	411291	Policy/Cont Maximum ract/Fratern Anniversary Value 5 al Death Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	411291 MAV5 Rider.pdf
	DP411291	Policy/Cont Datapage Insert ract/Fratern Language MAV5 al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	DP411291 MAV5 Rider DP insert.pdf
	411296-JT	Policy/Cont Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider - Joint Life Certificate: Amendmen t, Insert	Initial		0.000	411296- JT.pdf

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DP411296- JT	Policy/Cont Datapage Insert ract/Fratern Language Joint al GLWB Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	DP411296- JT.pdf
411296-SG	Policy/Cont Guaranteed Lifetime ract/Fratern Withdrawal enefit al Rider - Single Life Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	411296- SG.pdf
DP411296- SG	Policy/Cont Datapage Insert ract/Fratern Language Single al GLWB Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	DP411296- SG.pdf
411297	Application/Non-Qualified Enrollment Individual Variable Form Annuity Application	Initial	0.000	411297 NQ VA Application.pd f
411298	Application/Qualified Individual Enrollment Variable Annuity Form Application	Initial	0.000	411298 TQ VA Application.pd

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Deferred Annuity Contract

RiverSource Life Insurance Company

70100 Ameriprise Financial Center
Minneapolis, MN 55474

RiverSource
Annuities

1-800-862-7919

This is a deferred annuity contract. It is a legal contract between You, as the Owner, and Us, RiverSource Life Insurance Company, a stock company, Minneapolis, Minnesota. **PLEASE READ YOUR CONTRACT CAREFULLY.**

If You are living on the Annuitization Start Date, We will begin to pay You monthly payments, subject to other provisions of this contract. This date may be changed as provided in this contract.

We issue this contract in consideration of the payment of the initial purchase payment.

ACCUMULATION VALUES AND ANNUITY PAYMENTS, WHEN BASED ON THE INVESTMENT RESULTS OF THE VARIABLE SUBACCOUNTS, ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. SEE THE ACCOUNTS: FIXED AND VARIABLE SECTION FOR VARIABLE ACCOUNT PROVISIONS.

OPTIONAL RIDER CHARGES MAY REDUCE THE DEATH BENEFIT AMOUNT TO LESS THAN THE CONTRACT VALUE. SEE THE PAYMENTS TO BENEFICIARIES PROVISIONS.

NOTICE OF YOUR RIGHT TO EXAMINE THIS CONTRACT FOR TEN DAYS. If for any reason You are not satisfied with this contract, You may cancel this contract by returning it to Us or Our agent within ten Days after You receive it.

- If this is not an IRA contract, upon such cancellation We will refund an amount equal to the sum of: (1) the Contract Value, less any purchase payment credits, at the end of the Valuation Period during which We receive the contract; and (2) any premium tax charges paid.
- If this is an IRA contract, upon such cancellation We will refund all purchase payments which You have paid.

This contract will then be considered void from its start.

Signed for and issued by RiverSource Life Insurance Company of Minneapolis, Minnesota, as of the Contract Date.

Thomas R. Nowak

Secretary

Timothy V. Reichtold

President

- Flexible Purchase Payments with Purchase Payments Credits Provision – Subject to Limitations
- Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments
- Annuity Payments Begin on the Annuitization Start Date
- This Contract is Nonparticipating – Dividends Are Not Payable
- Surrender Charges May Be Waived under Specified Conditions

Guide to Contract Provisions

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Important contract specifications, fund allocations, fees and charges, surrender charge schedule	Variable Account Administrative Charge
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Important words and meanings	Contract ValuePages 15-16
General Provisions Page 6	Contract Value
Entire Contract	Contract Value in the Variable Account
Annuity Tax Qualification	Contract Value in the Regular Fixed Account
Contract Modification	Contract Value in the Special DCA Fixed Account
Incontestable	Contract Administrative Charge
Benefits Based on Incorrect Data	Premium Tax Charges
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Reports to Owner	Dollar Cost Averaging
Evidence of Survival	Special DCA Fixed Account
Protection of Proceeds	Surrender ProvisionsPages 17-19
Payments by Us	Surrender
Voting Rights	Rules for Surrender
Ownership, Annuitant and Beneficiary Pages 7-8	Surrender Value
Owner Rights	Surrender Charge
Non-Natural Person and Revocable Trust Ownership	Waiver of Surrender Charges
Change of Ownership	Suspension or Delay in Payment of Surrender
Beneficiary	Waiver of Surrender Charges upon Hospital or Nursing Home Confinement
Change of Beneficiary	Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis
Change of Annuitant or Contingent Annuitant	Annuity ProvisionsPages 20-21
Pre-election of an Annuity Payment Plan	Annuity Payment
Assignment	Change of Annuitization Start Date
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Spouse's Option to Continue Contract	Plan Selection
Death Benefit Before the Annuitization Start Date	Allocation of Contract Values to Provide Fixed and Variable Payments
Amount Payable Before the Annuitization Start Date	Fixed Annuity Payments
Payment Options	Variable Annuity Payments
Death of the Owner or Annuitant After the Annuitization Start Date	Determination of the First Variable Annuity Payment
Purchase Payments Pages 11-12	Variable Annuity Payments After the First Payment
Purchase Payments	Exchange of Annuity Units
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Allocation of Purchase Payments	
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Interest to be Credited	
The Variable Account	
Investments of the Variable Account	
Valuation of Assets	
Variable Account Accumulation Units	
Variable Account Accumulation Unit Value	
Net Investment Factor	

Definitions

The following words are used often in this contract. When We use these words, this is what We mean:

Accumulation Unit

An Accumulation Unit is an accounting unit of measure. It is used to calculate the Contract Value in the Variable Account prior to the application of amounts to an annuity payment plan.

Annuitant

The Annuitant is the person or persons on whose life periodic annuity payments depend. If there are joint Annuitants prior to the Annuitization Start Date, the term Annuitant in this contract is replaced in all instances with the term Annuitants.

Annuitization Start Date

The Annuitization Start Date is the date on which annuity payments begin as described in the Annuity Payment provision. This date is either as shown under Contract Data or the date as changed as provided in this contract. You will be notified prior to the Annuitization Start Date.

Annuity Unit

An Annuity Unit is an accounting unit of measure. It is used to calculate the value of annuity payments from the variable subaccount on and after the Annuitization Start Date.

Attained Age

Attained Age is the age as of a person's latest birthday or the number of whole years since birth.

Code

The Code is the Internal Revenue Code of 1986, as amended, its regulations thereunder and/or promulgations of the Internal Revenue Service, as applicable.

Contingent Annuitant

The Contingent Annuitant is the person who becomes the Annuitant when the current Annuitant dies prior to the Annuitization Start Date.

Contract Anniversary

The Contract Anniversary is the same Day and month as the Contract Date each year that the contract remains in force.

Contract Date

The Contract Date is the date from which Contract Anniversaries, contract years, and contract months are determined. Your Contract Date is shown under Contract Data.

Contract Value

The Contract Value is the sum of the Contract Value in the Regular Fixed Account, Contract Value in the Special DCA Fixed Account and Contract Value in the Variable Account.

Day

Unless specified otherwise, a Day is a calendar day.

Fixed Account

The Fixed Account is made up of all Our assets other than those in any separate account.

Fixed Annuity

A Fixed Annuity is an annuity with payments which are guaranteed by Us as to dollar amount during the annuity payment period.

Nonqualified Contract

A Nonqualified Contract is a contract used primarily for retirement purposes that is not intended to qualify as a Tax Qualified Contract.

Owner, You, Your

"Owner," "You" and "Your" refer to the owner or owners of this contract. Any contract provisions based on the age of the Owner will be based on the age of the oldest Owner. Any ownership change, including continuation of the contract by Your spouse under the Spouse's Option to Continue Contract provision, redefines "Owner," "You" and "Your" as the new owner.

Regular Fixed Account

The Regular Fixed Account is an option available within the Fixed Account to which You may allocate purchase payments and Contract Values. Amounts allocated to the Regular Fixed Account will earn a specified rate of interest.

Special DCA Fixed Account

The Special DCA Fixed Account is an option within the Fixed Account to which You may allocate purchase payments. Purchase payment amounts You allocate to the Special DCA Fixed Account must be transferred within a specified period of time to selected variable subaccounts or an asset allocation program model portfolio. The amounts allocated to the Special DCA Fixed Account earn a specified rate of interest until transferred out of the Special DCA Fixed Account.

Tax Qualified Contract

A Tax Qualified Contract is a contract that is intended to qualify as part of a tax-advantaged retirement plan such as individual retirement annuities, tax-sheltered savings annuities or other tax-advantaged retirement plans.

Valuation Date

A Valuation Date is each Day the New York Stock Exchange is open for trading. At the New York Stock Exchange close of business, the next Valuation Date begins.

Valuation Period

A Valuation Period is the interval of time commencing at the New York Stock Exchange close of business on each Valuation Date and ending at the close of business on the next Valuation Date.

Variable Account

The Variable Account consists of separate variable subaccounts to which You may allocate purchase payments and Contract Values; each invests in shares of one fund. The variable subaccounts available on the Contract Date are named under Contract Data. The value of Your investment in each variable subaccount changes with the performance of the particular fund.

Variable Annuity

A Variable Annuity is an annuity with payments which are not predetermined or guaranteed as to dollar amount and vary in amount with the investment experience of one or more of the variable subaccounts.

We, Us, Our

Any reference to "We," "Us" or "Our" means RiverSource Life Insurance Company.

Written Request

A Written Request is a request in writing, on a form acceptable to Us, signed by You and delivered to Us at Our corporate office.

General Provisions

Entire Contract

This contract form and any attached endorsements or riders are the entire contract between You and Us.

No one except one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary) can change or waive any of Our rights or requirements under this contract. That person must do so in writing. None of Our other representatives or other persons has the authority to change or waive any of Our rights or requirements under this contract.

Annuity Tax Qualification

This contract is intended to qualify as an annuity contract under Section 72 and other relevant sections of the Code for Federal income tax purposes. To that end, the provisions of this contract are to be interpreted to ensure or maintain such tax-qualification, despite any other provisions to the contrary. We reserve the right to unilaterally amend this contract to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification, subject to any necessary regulatory approval. We will send You a copy of any such amendments.

Contract Modification

This contract may be modified at any time by written agreement between You and Us. The modification must be signed by one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary).

Incontestable

This contract is incontestable from its Contract Date.

Benefits Based on Incorrect Data

If the amount of benefits is determined by data as to a person's age or sex that is incorrect, payments under this contract will be adjusted. They will be based on what would have been provided at the correct birth date and sex. Any underpayments made by Us will be made up promptly without interest. We reserve the right to recover any amounts overpaid from You or Your estate. If there are any future payments under this contract, overpayments made by Us will be subtracted, without interest, and/or as otherwise legally permissible.

State Laws

This contract is governed by the law of the state in which it is delivered. The values and benefits of this contract are at least equal to those required by such state. Any paid up annuity, cash surrender or death benefits available under the contract are not less than the minimum benefits required by any law of the state in which the contract is delivered.

Reports to Owner

At least once a year as of a date not more than four months previous to the date of mailing, We will send You, without charge, a statement showing (1) the Contract Value as of the beginning and end dates of the period, (2) the contract's surrender value and any outstanding loan value as of the end date of the period, and (3) amounts credited or debited during the period, identified by type. This statement will also show any other information required under state or federal law.

We will also send You, without charge, notices of current or other values upon Your request.

Evidence of Survival

Where any payments under this contract depend on the recipient or Annuitant being alive on a certain date, We may require proof satisfactory to Us that such condition has been met. Such proof may be required prior to making the payments.

Protection of Proceeds

Payments under this contract are not assignable by any beneficiary prior to the time they are due. To the extent allowed by law, payments are not subject to the claims of creditors or to legal process.

Payments by Us

All sums payable by Us are payable at Our corporate office. Any payment or surrender from a variable subaccount is based on the variable subaccount value.

Voting Rights

If federal law requires, We will give certain voting rights to contract owners. If You have voting rights, We will send You a notice telling You the time and place of a shareholder meeting. The notice will also explain matters to be voted upon and how many votes to which You are entitled.

Ownership, Annuitant and Beneficiary

Owner Rights

Unless otherwise stated in this contract, You may exercise all rights and privileges provided in this contract or allowed by Us.

If two Owners jointly own this contract, each Owner may independently exercise transfers among the various account options and designate purchase payment allocations. Unless agreed to by Us, all other terms, conditions, rights and requirements that apply to an Owner under this contract shall apply jointly to each joint Owner named.

Non-Natural Person and Revocable Trust Ownership

The Owner may be a non-natural person (e.g. irrevocable trust or corporation) or a revocable trust if We agree. If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit using the age or life of the Owner. These include Payments to Beneficiaries provisions, the ROPP Benefit Age, Hospitalization/ Nursing Home Waiver Benefit Age, TI Waiver Benefit Age and Maximum Purchase Payments shown under Contract Data, the Waiver of Surrender Charge upon Hospital or Nursing Home Confinement provision, and the Waiver of Surrender Charge upon Terminal Illness Diagnosis provision. If the Owner or any joint Owner is a non-natural person or revocable trust, the Annuitant may not be changed.

Change of Ownership

You may change the ownership of this contract by Written Request or other method agreed to by Us. Once We receive the change, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before the receipt.

A change of ownership may result in tax consequences.

See any attached tax qualified endorsement for ownership change limitations.

Beneficiary

Except as otherwise provided in the contract, beneficiaries are those You designate to receive the death benefit of this contract if You die while this contract is in force. We will not be bound by any such designation unless made by Written Request or other method agreed to by Us and recorded by Us. Any beneficiary designation takes effect as of the date of Your request. However, We are not liable for any payment made by Us before the recording.

For joint spousal ownership with right of survivorship, the surviving spouse is deemed the sole beneficiary superseding any other beneficiary designation. This permits the surviving spouse to use the Spouse's Option to Continue Contract provision in the Payments to Beneficiaries section of the contract. (The deemed surviving spouse sole beneficiary designation may only be overridden if specifically requested in writing and signed by both joint spousal Owners.)

Only those beneficiaries who are living as of the date of death may share in the benefits, if any. Benefits will be paid to all primary beneficiaries surviving You, in accordance with Your last beneficiary designation on file. If none survive, proceeds will be paid to all surviving contingent beneficiaries. If there is no valid beneficiary designation or if no beneficiary survives, We will pay the benefits as follows:

- if there are joint Owners, We will pay the surviving Owner(s), otherwise;
- if the Owner is a non-natural person or revocable trust, We will pay the Owner, otherwise;
- to Your spouse, if living;
- if no spouse is living, to Your lawful children per stirpes;
- if You have no spouse or direct descendents, to Your parents equally or the survivor, if living, otherwise to Your estate.

Change of Beneficiary

By Owner: You may change the beneficiary at any time by Written Request or other method agreed to by Us. Once We receive the change, it will take effect as of the date of Your request. However, We are not liable for any payment made by Us before the receipt.

By Beneficiary: If the death benefit under this contract becomes payable to a beneficiary (recipient) under an annuity payment plan, that recipient shall have the right to name, or later change, their own beneficiary by Written Request. If there is no valid beneficiary designation or if no beneficiary survives the recipient, We will pay any benefits due under the annuity payment plan following the death of the original beneficiary as follows:

- to the recipient's spouse, if living;
- if no spouse is living, to the recipient's lawful children per stirpes;
- if the recipient has no spouse or direct descendents, to the recipient's parents equally or the survivor, if living, otherwise to the recipient's estate.

Change of Annuitant or Contingent Annuitant

If:

1. this is a Nonqualified Contract, and
2. You are a natural person, and
3. You are not a revocable trust, and
4. it is prior to the Annuitization Start Date;

then You may change the Annuitant or Contingent Annuitant by Written Request or other method agreed to by Us. Once We receive the request and We record the change, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before the recording.

In addition, if the Annuitant and the Owner are not the same person and the Annuitant dies before the Annuitization Start Date, the Owner becomes the Annuitant unless a Contingent Annuitant has been previously selected. The contract continues in force, and no death benefit is payable unless the Owner dies.

In the case of joint ownership, one Owner must be named as Contingent Annuitant.

Pre-election of an Annuity Payment Plan

If this is a Nonqualified Contract, You may elect how the death benefit described herein is to be paid under the contract in the event of death before the Annuitization Start Date by Written Request or other method agreed to by Us. In this event the death benefit shall be payable as so elected by You, rather than as requested by the beneficiary. If for any reason such election does not satisfy Section 72 of the Code or related distribution requirements, the election will be void and the beneficiary will then be permitted to elect payment pursuant to the provisions of the contract. This provision is available for Tax Qualified Contracts if agreed to by Us.

Assignment

If this is a Nonqualified Contract, You can assign this contract or any interest in it. Your interest and the interest of any beneficiary are subject to the interest of the assignee. An assignment is not a change of ownership and an assignee is not an Owner as these terms are used in this contract. Any amounts payable to the assignee will be paid in a single sum.

A copy of any assignment must be submitted to Us at Our corporate office. Unless otherwise specified by You, assignments shall be effective on the date the assignment notice is signed, subject to any action taken or payment made by Us before the assignment was received at Our corporate office. We are not responsible for the validity or effect, tax or otherwise, of any assignment.

Payments to Beneficiaries

Spouse's Option to Continue Contract

If You die before the Annuitization Start Date and Your spouse is the sole primary beneficiary or a joint tenant with right of survivorship, Your spouse may accept payment of the death benefit under options described below or keep the contract in force as Owner, including any associated riders in force, subject to rider continuation rules in effect. If the Owner was also the Annuitant, then the spouse becomes the Annuitant as well.

Election by the spouse to continue the contract must be made by Written Request, or other method agreed to by Us, at the time We receive due proof of death. Upon spousal continuation the Contract Value shall be equal to the death benefit that would otherwise have been paid. The spouse may make additional purchase payments to the contract. Surrender charges under the continued contract shall not apply after the election by the spouse to continue the contract.

Death Benefit Before the Annuitization Start Date

A death benefit is payable to the beneficiary if You die while this contract is in force and before the Annuitization Start Date.

If the annuity is jointly owned by non-spousal Owners, then the death benefit will be paid to the beneficiary at the first death of a joint Owner.

If the annuity is jointly owned by spousal Owners, see Spouse's Option to Continue Contract above.

Amount Payable Before the Annuitization Start Date

If You die before the Annuitization Start Date while this contract is in force, and if You are the ROPP Benefit Age (shown under Contract Data) or younger on the later of (1) the Contract Date or (2) the date of the most recent "covered life change," (if applicable); then We will pay the beneficiary the greater of the following amounts, less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision:

1. the Contract Value, after any rider charges have been deducted; or
2. the Return of Purchase Payment Value.

If You are older than the ROPP Benefit Age (shown under Contract Data) on the later of (1) the Contract Date or (2) the date of the most recent "covered life change" (if applicable), and if You die prior to the Annuitization Start Date while this contract is in force; then We will pay the beneficiary the Contract Value, less

any purchase payment credits that are subject to reversal and after any rider charges have been deducted.

Covered Life Change Definition: A "covered life change" is either A) continuation of the contract by a spouse under the Spouse's Option to Continue Contract provision or B) an ownership change where an Owner after the ownership change was not an Owner prior to the change.

Adjustments for Partial Surrenders Definition: "Adjustments for partial surrenders" are calculated for each partial surrender using the following formula:

$$\frac{a \times b}{c}$$
 where:

- a** = the amount Your Contract Value is reduced by the partial surrender
- b** = the ROPP value on the date of (but prior to) the partial surrender
- c** = the Contract Value on the date of (but prior to) the partial surrender.

Return of Purchase Payment (ROPP) Value Definition:

On the Contract Date the ROPP value is established as the total purchase payments and any purchase payment credits made to the contract.

Adjustments are made to the ROPP value in the following circumstances:

1. Additional purchase payments and any purchase payment credits will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a "covered life change" for a spouse who continues the contract, the ROPP value is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increases to the Contract Value due to the death benefit that would otherwise have been paid.
4. After a "covered life change" other than for a spouse who continues the contract:

if the prior Owner was eligible for the ROPP, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:

A = the Contract Value on that date after any rider charges have been deducted, and

B = the ROPP value on that date (but prior to the reset).

if the prior Owner was not eligible for the ROPP, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" as the Contract Value on that date, after any rider charges have been deducted.

Payment Options

Any amounts payable or applied by Us as described in this section will be based on the Contract Values as of the Valuation Date on or next following the date on which We receive due proof of death at Our corporate office. Due proof of death includes all documents needed to complete a beneficiary's claim.

The death benefit for each beneficiary will be payable in a lump sum on the Valuation Date We receive due proof of death from that beneficiary. The beneficiary may elect to receive payment anytime within five years after the date of death.

In lieu of a lump sum, payments may be made under a payment plan, provided:

- the beneficiary elects the plan at the time We receive due proof of death; and
- the plan provides payments over a period which does not exceed the life or over a period not extending beyond the life expectancy of the beneficiary; and
- payments begin no later than one year after the date of death.

If the beneficiary elects an annuity payment plan, the beneficiary shall be the Annuitant for purposes of a lifetime payment plan.

Death of the Owner or Annuitant After the Annuitization Start Date

The Owner's death produces a death benefit after the Annuitization Start Date. The amount payable, if any, will depend on the annuity payment plan then in effect.

Death of the Owner: If the Owner is the Annuitant and dies after the Annuitization Start Date, payments cease for lifetime only payment plans. Payments continue to the Owner's beneficiaries for the remainder of any guarantee period or for the lifetime of a surviving joint Annuitant, if any.

If the Owner is not the Annuitant and the Owner dies after the Annuitization Start Date, payments continue to the beneficiaries according to the payment plan in effect.

Death of the Annuitant or of a beneficiary receiving payments under an annuity payment plan: If the Owner is not the Annuitant and the Annuitant dies after the Annuitization Start Date, payments cease for lifetime payment plans. Payments continue to the Owner for the remainder of any guarantee period or for the lifetime of a surviving joint Annuitant, if any.

If a beneficiary elects an annuity payment plan as provided under the Payment Options provision above and dies after payments begin, payments continue to beneficiaries named by the deceased beneficiary as provided under the Change of Beneficiary provision for the remainder of any guarantee period.

In any event, amounts remaining payable must be paid at least as rapidly as payments were being made at the time of such death.

Purchase Payments

Purchase Payments

Purchase payments are the payments You make for this contract and the benefits it provides. Purchase payments must be paid or mailed to Us at Our corporate office or to an authorized agent. If requested, We'll give You a receipt for Your purchase payments.

Additional Purchase Payments

Subject to the Payment Limits provision below, additional purchase payments may be made until the earlier of:

1. the date this contract terminates by surrender or otherwise; or
2. the Annuitization Start Date.

Subject to the Payment Limits Provision You may:

1. stop and/or restart purchase payments; or
2. increase or decrease the amount of Your purchase payments; or
3. change the interval of Your purchase payments.

Payment Limits

Maximum Purchase Payments - The maximum contract purchase payments may not exceed the amounts shown under Contract Data, based on Your Attained Age at the time of payment. The 1st Contract Year and Total amount applies to all deferred annuity contracts We have issued where You are an Owner. We reserve the right to increase the maximums.

Additional Purchase Payments - You may make additional purchase payments of at least the minimum amount shown under Contract Data.

You can not allocate purchase payments to the Fixed Account for six months following: (1) a partial surrender from the Fixed Account; (2) a lump sum transfer from the Regular Fixed Account to another account; or (3) termination of automated transfers from the Special DCA Fixed Account prior to the end of Your elected Special DCA time period.

We reserve the right to cancel this contract if both of the following conditions exist at the same time: (1) no purchase payments have been paid for a continuous period of 24 months; and (2) less than \$500 in purchase payments have been paid under this contract. In this event, We will give You notice of Our intent to cancel this contract. Upon such cancellation We will pay You the Contract Value, after any rider charges have been deducted, in one sum. This contract will then terminate.

Allocation of Purchase Payments

You instruct Us on how You want Your purchase payments allocated among the available accounts.

The percentage of any payment which may be allocated to the Regular Fixed Account is shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

We reserve the right to limit the accounts and/or variable subaccounts to which You can allocate purchase payments or Contract Value at any time. In addition, allocations to certain accounts or variable subaccounts may be limited or required under the terms of certain optional benefit riders, if any, attached to this contract.

Your allocation instructions as of the Contract Date are shown under Contract Data. Unless any restrictions apply, You may, by Written Request or other method agreed to by Us, change Your choice of accounts or percentages. If Your current allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will apply payments pro rata according to the valid portion of Your allocation instructions. The first purchase payment will be allocated as of the end of the Valuation Period during which We make an affirmative decision to issue this contract. Purchase payments after the first will be allocated as of the end of the Valuation Period during which We receive the payment at Our corporate office.

Purchase Payment Credits

If shown under Contract Data, We add a purchase payment credit to Your contract for each purchase payment You make in the first contract year. Any purchase payment credit is allocated to Your Contract Value when the applicable purchase payment is applied, according to allocation instructions in effect for Your purchase payments.

The purchase payment credit will be determined using one of the following crediting methods. The crediting method used for Your contract, if applicable, will be shown under Contract Data.

Crediting Method 1: The purchase payment credit is a percentage of each purchase payment made in the first contract year. As shown under Contract Data, the purchase payment credit percentage depends on the amount of cumulative net purchase payments. Cumulative net purchase payments are total purchase payments less the total amount of partial

surrenders. If an additional purchase payment in the first contract year causes the contract as a whole to be eligible for a greater percentage credit, an additional credit will be allocated on the date of the additional purchase payment. The additional credit is determined such that the total credits-to-date equal the greater percentage multiplied by cumulative net payments.

Crediting Method 2: The purchase payment credit is a percentage, as shown under Contract Data, of each purchase payment made in the first contract year.

Credits shall be reversed if applied within 12 months preceding:

1. the date of death that results in a death benefit payment under this contract; or

2. a request for surrender charge waiver due to Hospital or Nursing Home Confinement or Terminal Illness; or
3. the Annuitization Start Date.

Credits shall be reversed from the Contract Value for any purchase payment that is not honored.

The amount returned to You under the Right to Examine Contract provision on page one shall not include any credits applied to Your contract.

Accounts: Fixed and Variable

The Fixed Account

The Fixed Account is Our general account. It is made up of all Our assets other than those in:

1. The Variable Account; and
2. Any other segregated asset accounts.

The Fixed Account consists of the Regular Fixed Account and the Special DCA Fixed Account.

We back the principal and interest guarantees relating to the Fixed Account. Purchase payments and transfers to the Fixed Account become part of Our general account.

Interest to be Credited

We will credit interest to the Fixed Account daily. We may credit interest to each Special DCA Fixed Account at promotional rates that are higher than those We credit to the Regular Fixed Account. All interest rates We quote are effective annual interest rates - this refers to the rate that results after interest has been credited and compounded daily for a full year. Interest will begin to accrue at Our current crediting rate on the date each purchase payment, which is received in Our corporate office, becomes available to Us for use and on the date of any transfers to the Fixed Account.

Amounts transferred from the Special DCA Fixed Account to the Regular Fixed Account, through transfers to an asset allocation model, will begin earning interest at the current crediting rate for the Regular Fixed Account on the transfer date. The current crediting rate is determined by Us and at Our discretion but will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data.

One year after receipt of each purchase payment or transfer, the rate for the payment or transfer amount, and its accumulated interest, may change. Interest will accrue at revised rates determined by Us and at Our discretion. These rates may be based on various factors including, but not limited to, the interest rate environment, returns earned on investments backing these annuities, the rates currently in effect for new and existing company annuities, product design, competition, and the company's revenues and expenses. However, the rate will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data. Your interest rate for each purchase payment or transfer will never change more frequently than annually.

The Variable Account

The Variable Account is a separate investment account of Ours. It consists of several variable subaccounts which are named under Contract Data.

We have allocated a part of Our assets for this and certain other contracts to the Variable Account. Such assets remain Our property. However, the portion of the assets which equals the reserves and other liabilities of the account(s) shall not be charged with liabilities arising out of any other business in which We may take part. Income, gains, and losses, whether or not realized from assets allocated to the separate account, are credited or charged to such account without regard to other income, gains or losses of the company.

Investments of the Variable Account

Purchase payments and transfer amounts applied to the variable subaccounts will be allocated as specified by the Owner. Each variable subaccount will buy, at net asset value, shares of the fund for that variable subaccount shown under Contract Data or as later added or changed as described below.

We may change the funds from which the variable subaccounts buy shares if laws or regulations change, the existing funds become unavailable or, in Our judgment, the funds are no longer suitable for the variable subaccounts. We have the right to substitute any funds for those shown under Contract Data.

We may also:

- add additional variable subaccounts investing in other funds,
- combine any two or more variable subaccounts,
- transfer assets to and from the variable subaccounts or the Variable Account, and
- eliminate or close any variable subaccounts.

When required, We would first seek approval of the Securities and Exchange Commission and the insurance regulator of the state where this contract is delivered.

Valuation of Assets

Fund shares in the variable subaccounts will be valued at their net asset value.

Variable Account Accumulation Units

The number of Accumulation Units for each of Your variable subaccounts is found by adding the number of accumulation units resulting from:

1. purchase payments and any purchase payment credits allocated to the variable subaccount; and
2. transfers to the variable subaccount; and subtracting the number of Accumulation Units resulting from:
 1. transfers from the variable subaccount; and

2. surrenders (including surrender charges) from the variable subaccount; and
3. contract administrative charge or any rider charge deductions from the variable subaccount.

The number of Your Accumulation Units added or subtracted for each of the above transactions is found by dividing (1) by (2) where:

1. is the amount allocated to or deducted from the variable subaccount; and
2. is the Accumulation Unit value for the variable subaccount for the respective Valuation Period during which We received the purchase payment or transfer value, or during which We deducted transfers, surrenders, surrender charges, rider charges or contract administrative charges.

Variable Account Accumulation Unit Value

The value of an Accumulation Unit for each of the variable subaccounts was arbitrarily set at \$1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

The Accumulation Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Accumulation Unit value is being calculated. The result is the Accumulation Unit value.

Net Investment Factor

The net investment factor is an index applied to measure the investment performance of a variable subaccount from one Valuation Period to the next. The net investment factor may be greater or less than one; therefore, the value of an accumulation or Annuity Unit may increase or decrease.

The net investment factor for any such variable subaccount for any Valuation Period is determined by: dividing (1) by (2) and subtracting (3) and (4) from the result. This is done where:

1. is the sum of:
 - a. the net asset value per share of the fund held in the variable subaccount determined at the end of the current Valuation Period; plus
 - b. the per share amount of any dividend or capital gain distribution made by the fund held in the variable subaccount, if the "ex-dividend" date occurs during the current Valuation Period; and
2. is the net asset value per share of the fund held in the variable subaccount, determined at the end of the last prior Valuation Period; and

3. is a factor representing the mortality and expense risk charge; and
4. is a factor representing the variable account administrative charge described below.

Mortality and Expense Risk Charge

In calculating unit values We will deduct a mortality and expense risk charge from the variable subaccounts which is equal, on an annual basis, to a percentage of the daily net asset value. This percentage is the Annual Mortality and Expense Risk Fee shown under Contract Data. The deduction is made to compensate Us for assuming the mortality and expense risks under contracts of this type. The deduction will be:

1. made from each variable subaccount; and
2. computed on a daily basis.

Fees for certain optional riders and features, if elected, will be added to the Annual Mortality and Expense Risk Fee.

Variable Account Administrative Charge

In calculating unit values, We will deduct a variable account administrative charge, as shown under Contract Data, from the variable subaccounts. This deduction is made to compensate Us for certain administrative and operating expenses for contracts of this type. The deduction will be:

1. made from each variable subaccount; and
2. computed on a daily basis.

Annuity Unit Value

The value of an Annuity Unit for each variable subaccount was arbitrarily set at \$1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

1. the Annuity Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Annuity Unit value is being calculated.
2. the result is multiplied by an interest factor, which on an annualized basis is equal to .952381. This is done to neutralize the assumed 5% investment return which is built into Table A under the Tables of Annuity Payout Rates section.

Contract Value

Contract Value

The Contract Value at any time is the sum of:

1. Contract Value in the Variable Account; and
2. Contract Value in the Regular Fixed Account; and
3. Contract Value in the Special DCA Fixed Account.

For surrenders and charges, a number of Accumulation Units and dollar amounts will be deducted from the above accounts to equal any amounts surrendered or charges made against the Contract Value.

For surrenders, You may specify from which of the above accounts that the deduction will be taken. Otherwise, the deduction will be taken from the above accounts in the same proportion that Your interest in each bears to the total Contract Value.

Contract Value in the Variable Account

Your Contract Value in the Variable Account at any time will be the sum of the value of the units in any variable subaccount resulting from:

1. purchase payments and any purchase payment credits allocated to a variable subaccount; plus
2. any amounts transferred to a variable subaccount; less
3. any amounts transferred from a variable subaccount; less
4. any amounts deducted from a variable subaccount for surrenders, contract administrative charges or any rider charges.

Contract Value in the Regular Fixed Account

The Contract Value in the Regular Fixed Account at any time will be:

1. the sum of all purchase payments and any purchase payment credits allocated to the Regular Fixed Account, plus interest credited; plus
2. any amounts transferred to the Regular Fixed Account, plus interest credited; less
3. any amounts transferred from the Regular Fixed Account; less
4. any amounts deducted from the Regular Fixed Account for surrenders, contract administrative charges or any rider charges.

Contract Value in the Special DCA Fixed Account

The Contract Value in the Special DCA Fixed Account at any time will be:

1. the sum of all purchase payments and any purchase payment credits allocated to the Special DCA Fixed Account, plus interest credited; less
2. any amounts transferred from the Special DCA Fixed Account; less
3. any amounts deducted from the Special DCA Fixed Account for surrenders, contract administrative charges or any rider charges.

Contract Administrative Charge

We charge a fee for establishing and maintaining Our records for this contract. The charge per year is shown under Contract Data and is deducted from the Contract Value at the end of each contract year or, if earlier, when the contract is fully surrendered. The charge deducted will be prorated among all accounts in the same proportion Your interest in each bears to the total Contract Value.

We reserve the right to adjust this charge after the first Contract Anniversary but the charge will never exceed the amount shown under Contract Data. We waive or reduce the annual contract administrative charge for any contract year where the Contract Value immediately prior to the deduction of the charge equals or exceeds the amount shown under Contract Data.

If You make a full surrender of this contract, We deduct the full contract administrative charge at the time of full surrender regardless of Contract Value.

The charge does not apply to the amount applied to an annuity payment plan or to the death benefit.

Premium Tax Charges

We reserve the right to assess a charge against the Contract Value of this contract for any premium tax assessed to Us by a federal, state or local government. This charge could be deducted when You make purchase payments, or make a full surrender of the Contract Value or on the Annuitization Start Date.

Transfers of Contract Values

While this contract is in force prior to the Annuity Start Date, transfers of Contract Values may be made as outlined below unless Contract Values are required to be allocated to certain accounts or variable subaccounts under the terms of certain optional benefit riders, if any, attached to this contract.

1. You may transfer all or a part of the values held in one or more of the variable subaccounts to another one or more of the variable subaccounts. You may also transfer values held in one or more of the variable subaccounts to the Regular Fixed Account, subject to items 2 and 4 below.
2. On or within the 30 Days before or after a Contract Anniversary You may transfer values from the Regular Fixed Account to one or more of the variable subaccounts. This amount shall not exceed the Regular Fixed Account transfer limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification. If such a transfer is made, no transfers may be made from any variable subaccount to the Regular Fixed Account for six months after such a transfer.
3. You may transfer from the Special DCA Fixed Account to the other accounts as explained in the Special DCA Fixed Account provision, shown below. If You terminate automated transfers from the Special DCA Fixed Account, no transfers may be made from any variable subaccount to the Regular Fixed Account for six months after such a transfer. You may not transfer values from any account into the Special DCA Fixed Account.
4. Amounts transferred to the Regular Fixed account shall not exceed the limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

You may make a transfer by Written Request. Telephone transfers may also be made according to telephone procedures or automated transfer procedures that are then currently in effect, if any. There is no fee or charge for these transfers. However, the minimum transfer amount is \$250, or if less, the entire value in the account from which the transfer is being made. Smaller minimums may apply to automated transfer procedures.

We may suspend or modify transfer privileges at any time. The right to transfer Contract Values among the variable subaccounts and between the variable subaccounts and other accounts is also subject to modification or restriction if We determine, at Our sole discretion, that the exercise of that right by You is, or would be, to the disadvantage of other contract owners. Additionally, we reserve the right to modify or restrict

transfer privileges if required to comply with the written instructions of a fund. Any modification or restriction could be applied to transfers to or from some or all of the variable subaccounts and other accounts.

These modifications could include, but are not limited to:

1. the requirements of a minimum time period between each transfer,
2. not accepting transfer requests of an agent acting under a power of attorney on behalf of more than one contract owner,
3. suspending or terminating automatic transfer programs, or
4. limiting the dollar amount that You may transfer between the variable subaccounts and other accounts at any one time.

We may apply these modifications or restrictions in any manner reasonably designed to prevent any use of the transfer right We consider to be to the disadvantage of other contract owners.

Dollar Cost Averaging (DCA)

You may authorize the automated transfer of specified amounts, according to the rules currently in effect, at the interval You select, from the Regular Fixed Account (subject to transfer limits shown under Contract Data) or any variable subaccount, to any other variable subaccount other than the source account. You may terminate automated transfers at any time.

Special DCA Fixed Account

You may also allocate new purchase payments and any related purchase payment credits to the Special DCA Fixed Account. You may authorize the automatic transfer of amounts on a monthly basis from the Special DCA Fixed Account to any of the variable subaccount(s) or any asset allocation model. (Asset allocation models contain certain variable subaccounts and may contain the Regular Fixed Account. Transfers from the Special DCA Fixed Account to the Regular Fixed Account outside of an asset allocation model are not allowed.) All amounts allocated to the Special DCA Fixed Account will be transferred out within the specified Special DCA Fixed Account time period You elect from the time periods We make available.

If You terminate automated transfers from the Special DCA Fixed Account, the entire Special DCA Fixed Account balance will immediately be transferred according to your Special DCA Fixed Account allocation instructions that are then in effect. If Your current Special DCA allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will transfer amounts pro rata according to the valid portion of Your allocation instructions.

Surrender Provisions

Surrender

By Written Request or other method agreed to by Us and subject to the rules below You may:

1. surrender this contract for the full surrender value; or
2. surrender part of this contract for a partial surrender.

Rules for Surrender

All surrenders will have the following conditions.

1. You must send Us Your Written Request (or other method agreed to by Us):
 - a. while this contract is in force; and
 - b. while all Owners are living; and
 - c. prior to the Annuitization Start Date.
2. Unless We agree otherwise, You must surrender an amount equal to at least \$250. The Contract Value after a partial surrender must be at least \$500.
3. For surrenders from the variable subaccounts, the amount surrendered, less any charges, will be paid to You within seven Days of the receipt of Your Written Request, unless subject to the Suspension or Delay in Payment of Surrender provision.

For surrenders from the Fixed Account, the amount surrendered, less any charges, will normally be paid to You within seven Days of the receipt of Your Written Request and the return of this contract, if required. Following any required regulatory approval, We have the right to defer payment to You for up to six months from the date We receive Your request. In such circumstance, we will notify You of the reason for the delay, the effective date of the surrender, and the surrender value as of the date of Your request.

4. For partial surrenders, if You do not specify from which account the surrender is to be made, the surrender will be made from all accounts in the same proportion as Your interest in each bears to the Contract Value.
5. If the Owner dies following a surrender request, payment will be made to the Owner's estate.
6. Any amounts surrendered, including any related charges, cannot be repaid.

Upon surrender for the full surrender value this contract will terminate. We may require that You return the contract to Us before We pay the full surrender value.

Surrender Value

The full surrender value at any time will be:

1. the Contract Value immediately prior to the surrender;
2. minus the full contract administrative charge and any rider charges that are deducted for a full surrender;
3. minus any surrender charge;
4. minus any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision.

For a partial surrender, We will determine the amount of Your Contract Value that needs to be surrendered, which after any surrender charge, will equal the amount You requested. We pay You the amount You requested.

Surrender Charge

A surrender charge may apply in the event You surrender some or all of Your Contract Value during the surrender charge period. The surrender charge schedule for Your contract, including the duration of the surrender charge period and the surrender charge percentage applicable to each contract year, is shown under Contract Data. A surrender charge applies if You surrender purchase payments received that are still in the surrender charge period. Refer to Waiver of Surrender Charges for situations when surrender charges are not deducted.

The surrender charge amount is determined by multiplying purchase payments surrendered which could be subject to a surrender charge by the applicable surrender charge percentage.

The amount that represents purchase payments surrendered is calculated using a prorated formula based on the percentage of Your Contract Value being surrendered. As a result, the amount that represents purchase payments surrendered may be greater than Your Contract Value surrendered. We determine the amount that represents purchase payments surrendered (PPS), purchase payments not subject to a surrender charge (PPF), and purchase payments which could be subject to a surrender charge (PPSC) by the following formula:

$$PPS = PPSC + PPF$$

$$PPSC = \left(\frac{PS - FA}{CV - FA} \right) \times (PP - PPF)$$

$$PPF = FA - \text{"contract earnings"}, \text{ but not less than zero}$$

$$PP = \text{Purchase payments not previously surrendered (total purchase payments - PPS)}$$

- PS = Amount the Contract Value is reduced by the surrender
- FA = the "total free amount"
- CV = Contract Value prior to the surrender

Definition of "contract earnings": With respect to these surrender provisions, "contract earnings" is defined as the Contract Value, less purchase payments not previously surrendered, but not less than zero.

With respect to these surrender provisions, "contract earnings" are surrendered first followed by purchase payments.

Definition of "total free amount"*: the greater of:

- a. "contract earnings", or
- b. the CV Waiver Percentage shown under Contract Data multiplied by Your prior Contract Anniversary Contract Value, less any prior surrenders taken in the current contract year.

*During the first contract year, "total free amount" is the greater of:

- a. "contract earnings", or
- b. the CV Waiver Percentage shown under Contract Data multiplied by all purchase payments and any purchase payment credits applied prior to Your surrender request, less any amounts surrendered prior to Your surrender request that represent the "total free amount".

Waiver of Surrender Charges

Surrender charges are waived for all of the following.

1. In each contract year during the surrender charge period, the "total free amount" as defined in the Surrender Charge provision; and
2. death benefit payments made in the event of the death of the Owner; and
3. amounts applied to an annuity payment plan; and
4. for Tax Qualified Contracts other than Inherited IRAs, amounts surrendered to meet applicable minimum distribution requirements under the Code to the extent they exceed amounts waived under item 1 of this provision (**Note:** Amounts surrendered under this waiver provision are limited to applicable required minimum distributions for this contract only and to one time per year unless We agree otherwise.); and
5. exercise of the Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision described below; and
6. exercise of the Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis provision described below.

Surrender proceeds will not be disbursed until we notify You of any denial of Your request for waiver of surrender charges and give You the opportunity to accept or reject surrender proceeds.

Suspension or Delay in Payment of Surrender

We have the right to suspend or delay the date of any surrender payment from the variable subaccounts for any period:

1. when the New York Stock Exchange is closed; or
2. when trading on the New York Stock Exchange is restricted; or
3. when an emergency exists as a result of which:
 - a. disposal of securities held in the variable subaccounts is not reasonably practical; or
 - b. it is not reasonably practical to fairly determine the value of the net assets of the variable subaccounts; or
4. during any other period when the Securities and Exchange Commission, by order, so permits for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions set forth in 2 and 3 exist.

Waiver of Surrender Charges upon Hospital or Nursing Home Confinement

If You are the Hospitalization/Nursing Home Waiver Benefit Age (shown under Contract Data) or younger on the Contract Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are confined in a nursing home or hospital; and
3. such confinement has lasted for 60 straight Days or began within 30 Days following a 60 Day confinement; and
4. such confinement began after the Contract Date of this contract; and
5. We receive Your surrender request no later than 91 Days after the release from the hospital or nursing home.

To qualify, a letter of proof must:

1. be signed by Your licensed physician or the hospital or nursing home administrator; and
2. be on appropriate medical letterhead; and

3. specify the confinement dates; and
4. if hospital confinement, specify hospital name, address and that it is operated pursuant to state and federal law; or
5. if nursing home confinement, specify nursing home name, address and that it meets the following definition of a nursing home.

Definition of doctor: A doctor is a physician, as defined in section 1861(r)(1) of the Federal Social Security Act, acting within the scope of his or her license in the state of licensure.

Definition of nurse: A nurse is a registered professional nurse, acting within the scope of his or her license in the state of licensure.

Definition of nursing home: To qualify, the nursing home must be a facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate licensing agency to engage primarily in providing nursing care and related services to inpatients; and:

1. provide 24 hour a day nursing service under a planned program of policies and procedures which was developed with the advice of, and is periodically reviewed and executed by, a professional group of at least one doctor and one nurse; and
2. have a doctor on duty or on call at all times to furnish medical care in case of emergency; and
3. have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds); and
4. have a nurse on duty or on call at all times; and
5. maintain clinical records for all patients; and
6. have appropriate methods and procedures for handling and administering drugs and biologicals.

If an institution or facility has multiple licenses or purposes, a portion, ward, wing or unit thereof will qualify as a nursing home only if it meets all of the above criteria, is authorized by license to provide nursing care to inpatients, and is engaged principally in providing such nursing care in accordance with that license.

Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis

If You are the TI Waiver Benefit Age (shown under Contract Data) or younger on the Contract Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are diagnosed as disabled with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of the diagnosis; and
3. such diagnosis occurred on or after the first Contract Anniversary.

You must provide Us with a letter of proof when You request the surrender. Your surrender request may be sent to Us any time after the terminal illness diagnosis and before a death benefit is payable.

To qualify, the letter of proof must:

1. be signed by Your physician who is legally qualified and licensed to practice medicine in his/her state of residence and is operating within the scope of that license; and
2. be on appropriate medical letterhead; and
3. specify the terminal illness, the expected date of death and the date the terminal illness was initially diagnosed.

Annuity Provisions

Annuity Payment

The Annuitization Start Date is the date shown under Contract Data. It can be changed by You as provided below. On the Annuitization Start Date, the amount applied to an annuity payment plan will be:

- the Contract Value after any rider charges are deducted,
- less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision.

The first payment will be made as provided by the selected plan. Before the first payment is sent, We will require satisfactory proof of the Annuitant's age and that the Annuitant is alive. We may also require that You exchange this contract for a supplemental contract which provides the annuity payments.

Change of Annuitization Start Date

You may change the Annuitization Start Date shown for this contract by Written Request or other method agreed to by Us. If You select a new date, it must be at least 30 Days after We receive Your request.

The Annuitization Start Date must be on or before the latest of:

1. the owner's 95th birthday, or
2. the 10th Contract Anniversary, or
3. such other date as agreed upon by Us.

Annuity Payment Plans

Annuity payments may be made on a fixed dollar basis, a variable basis or a combination of both. You can schedule receipt of annuity payments according to one of the Plans A through E below or another plan agreed to by Us.

Plan A – Life Income Non-Refund. This provides monthly annuity payments during the lifetime of the Annuitant. No payments will be made after the Annuitant dies.

Plan B – Life Income with Guaranteed Period. This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made for at least a period certain of five, 10 or 15 years whether or not the Annuitant is living. You must select a guaranteed period, and the minimum period certain is five years.

Plan C – Life Income with Installment Refund. This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made at least for a certain number

of months whether or not the Annuitant is living. We determine the number of months by dividing the amount applied under this plan by the amount of the first monthly annuity payment.

Plan D – Joint and Survivor Life Income Non-Refund. This provides monthly annuity payments during the lifetime of the Annuitant and joint Annuitant. When either the Annuitant or the joint Annuitant dies We will continue to make monthly payments during the lifetime of the survivor. No payments will be made after the death of both the Annuitant and joint Annuitant.

Plan E – Term Certain Installment. This provides monthly annuity payments for a period of years. The period of years may be no less than 10 nor more than 30.

Plan Selection

You may select the plan by Written Request, or other method agreed to by Us, at least 30 Days before the Annuitization Start Date. If We have not received Your Written Request to select a plan, the first annuity payment will be made 30 Days after the Annuitization Start Date according to Plan B with monthly payments guaranteed for ten years.

After the Annuitization Start Date, You cannot change to a different plan.

If the amount to be applied to a plan is less than \$2,000 or would not provide an initial monthly payment of at least \$20, We have the right to change the frequency of the payment or to make a lump sum payment of the amount that would have been applied to a plan.

Allocation of Contract Values to Provide Fixed and Variable Payments

On the Annuitization Start Date, You use the value described under the Annuity Payment provision above, to provide Fixed Annuity and/or Variable Annuity payments.

Unless We agree otherwise, You may use a maximum of ten variable subaccounts at any one time. The Special DCA Fixed Account is not available on and after the Annuitization Start Date.

Fixed Annuity Payments

A Fixed Annuity is an annuity with payments which:

1. are guaranteed as to dollar amount; and
2. do not vary in amount based on the investment performance of the variable subaccounts.

When annuity payments begin, amounts You allocate to provide fixed dollar payments will be applied to the applicable Annuity Payout Rates Table. This will be done in accordance with the payment plan chosen. The minimum amount payable for each \$1,000 so applied is shown in Table B under the Tables of Annuity Payout Rates section.

Variable Annuity Payments

A Variable Annuity is an annuity with payments which:

1. are not predetermined or guaranteed as to dollar amount; and
2. vary in amount based on the investment performance of the variable subaccounts.

Determination of the First Variable Annuity Payment

When annuity payments begin, the amounts You allocate to provide Variable Annuity payments will be applied to the applicable Annuity Payout Rates Table. This will be done:

1. on the Annuitization Start Date; and
2. in accordance with the payment plan chosen. The amount payable for the first payment for each \$1,000 so applied is shown in Table A under the Tables of Annuity Payout Rates section.

Variable Annuity Payments After the First Payment

Variable annuity payments after the first payment vary in amount. The amount changes with the investment performance of the variable subaccounts. The dollar amount of Variable Annuity payments after the first is not fixed. It may change from month to month. The dollar amount of such payments is determined as follows.

1. The dollar amount of the first annuity payment is divided by the value of an Annuity Unit as of the Valuation Date on or next preceding the seventh Day before the Annuitization Start Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first payment. This number of Annuity Units remains fixed during the annuity payment period unless exchanged for units of any of the other variable subaccounts as provided below.
2. The fixed number of Annuity Units is multiplied by the Annuity Unit value as of the Valuation Date on or next preceding the seventh Day before the date the payment is due. The result establishes the dollar amount of the payment.

In order for the dollar amount of variable annuity payments not to decrease, the assets of the variable account must have a 5% annualized investment return.

We guarantee that the dollar amount of each payment after the first will not be affected by variations in expenses or mortality experience.

Exchange of Annuity Units

After the Annuitization Start Date, Annuity Units of any variable subaccount may be exchanged for units of any of the other variable subaccounts. This may be done no more than once in any contract year. Unless We agree otherwise You may use a maximum of ten variable subaccounts at any one time. No exchanges may be made to or from any Fixed Annuity after the Annuitization Start Date.

Tables of Annuity Payout Rates

Table A below shows the amount of the first monthly Variable Annuity payment, based on a 5% assumed investment return, for each \$1,000 of value applied under any payment plan. The amount of the first and all subsequent monthly fixed dollar annuity payments for each \$1,000 of value applied under any payment plan will be based on Our fixed dollar Table of Annuity Payout Rates in effect on the Annuitization Start Date.

Such rates are guaranteed to be not less than those shown in Table B. The amount of such annuity payments under Plans A, B and C will depend upon the sex and age of the Annuitant on the Annuitization Start Date. The amount of such annuity payments under Plan D will depend upon the sex and the age of the Annuitant and the joint Annuitant on the Annuitization Start Date.

Table A - Dollar Amount of First Monthly Variable Annuity Payment Per \$1,000 Applied

Age at Annuitization	Beginning In Year	Plan A		Plan B						Plan C		Plan D
		Life Income Non-Refund		Five Years Certain		Life Income with Ten Years Certain		Fifteen Years Certain		Life Income Installment Refund		Joint & Survivor Non-Refund Male & Female Same Age
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Age 65	2010	6.42	5.92	6.37	5.89	6.23	5.82	6.01	5.71	6.07	5.72	5.35
	2015	6.33	5.84	6.28	5.82	6.15	5.76	5.95	5.65	6.00	5.66	5.30
	2020	6.24	5.77	6.20	5.75	6.09	5.70	5.90	5.60	5.94	5.61	5.26
	2025	6.16	5.71	6.13	5.69	6.02	5.64	5.85	5.55	5.88	5.55	5.21
	2030	6.09	5.65	6.05	5.63	5.96	5.59	5.80	5.51	5.82	5.51	5.18
2035	6.01	5.59	5.99	5.58	5.90	5.54	5.75	5.47	5.77	5.46	5.14	
Age 75	2010	8.51	7.71	8.28	7.59	7.69	7.24	6.97	6.75	7.54	7.08	6.60
	2015	8.34	7.56	8.13	7.45	7.59	7.14	6.91	6.68	7.43	6.97	6.50
	2020	8.17	7.41	7.98	7.32	7.49	7.04	6.86	6.62	7.32	6.87	6.40
	2025	8.02	7.28	7.84	7.19	7.39	6.94	6.81	6.56	7.22	6.78	6.32
	2030	7.87	7.16	7.71	7.08	7.30	6.85	6.75	6.50	7.12	6.69	6.24
2035	7.73	7.04	7.59	6.97	7.21	6.76	6.70	6.45	7.03	6.61	6.16	
Age 85	2010	12.67	11.74	11.49	10.89	9.37	9.17	7.65	7.61	10.10	9.65	9.30
	2015	12.33	11.39	11.26	10.65	9.29	9.06	7.64	7.58	9.91	9.45	9.09
	2020	12.00	11.07	11.04	10.41	9.21	8.96	7.62	7.56	9.74	9.28	8.89
	2025	11.70	10.77	10.83	10.19	9.13	8.87	7.60	7.53	9.57	9.11	8.70
	2030	11.42	10.50	10.63	9.98	9.04	8.77	7.58	7.51	9.42	8.95	8.53
2035	11.15	10.24	10.44	9.78	8.96	8.67	7.56	7.48	9.28	8.80	8.37	
Age 95	2010	20.92	20.07	15.58	15.29	10.38	10.35	7.82	7.82	14.67	14.24	14.95
	2015	20.42	19.49	15.45	15.13	10.37	10.34	7.82	7.82	14.49	14.05	14.63
	2020	19.94	18.97	15.32	14.97	10.36	10.33	7.82	7.82	14.33	13.87	14.34
	2025	19.50	18.48	15.20	14.82	10.36	10.32	7.82	7.81	14.17	13.69	14.07
	2030	19.09	18.03	15.08	14.67	10.35	10.31	7.82	7.81	14.03	13.52	13.82
2035	18.70	17.61	14.96	14.53	10.34	10.30	7.82	7.81	13.90	13.37	13.59	
Age 100	2010	29.11	27.80	17.48	17.29	10.50	10.49	7.82	7.82	18.80	18.18	20.51
	2015	28.93	27.60	17.47	17.28	10.50	10.49	7.82	7.82	18.76	18.14	20.41
	2020	28.76	27.41	17.46	17.26	10.50	10.49	7.82	7.82	18.72	18.10	20.31
	2025	28.59	27.22	17.45	17.25	10.50	10.49	7.82	7.82	18.69	18.06	20.22
	2030	28.42	27.04	17.44	17.24	10.50	10.49	7.82	7.82	18.65	18.02	20.13
2035	28.26	26.86	17.44	17.22	10.50	10.49	7.82	7.82	18.62	17.98	20.04	

Table A above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G and a 5% assumed investment return. Annuity Payment rates for any plan and for any year, age, or any combination of year, age and sex not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request. Amounts shown in the Table below are based on a 5% assumed investment return.

Plan E - Dollar Amount of First Monthly Variable Annuity Payment Per \$1,000 Applied

Years Payable	Monthly Payment	Years Payable	Monthly Payment	Years Payable	Monthly Payment
10	10.51	17	7.20	24	5.88
11	9.77	18	6.94	25	5.76
12	9.16	19	6.71	26	5.65
13	8.64	20	6.51	27	5.54
14	8.20	21	6.33	28	5.45
15	7.82	22	6.17	29	5.36
16	7.49	23	6.02	30	5.28

Fixed Dollar annuity payments will not be less than those shown in Table B. In addition, the amount of such payments will not be less than that which would be provided if a single payment immediate annuity

contract then offered by Us to Annuitants in the same class were to be purchased with the surrender value of the contract.

Table B - Dollar Amounts of Each Monthly Fixed Dollar Annuity Payment Per \$1,000 Applied

Age at Annuity-tization	Beginning In Year	Plan A		Plan B						Plan C		Joint & Survivor Non-Refund Male & Female Same Age
		Life Income Non-Refund		Five Years Certain		Life Income with Ten Years Certain		Fifteen Years Certain		Life Income Installment Refund		
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Age 65	2010	4.65	4.19	4.63	4.18	4.53	4.13	4.37	4.05	4.12	3.86	3.68
	2015	4.57	4.12	4.54	4.10	4.46	4.06	4.31	3.99	4.07	3.81	3.63
	2020	4.48	4.05	4.46	4.04	4.39	4.00	4.25	3.93	4.01	3.77	3.58
	2025	4.41	3.98	4.39	3.97	4.32	3.94	4.19	3.88	3.96	3.72	3.54
	2030	4.33	3.92	4.31	3.92	4.25	3.89	4.14	3.83	3.92	3.68	3.50
2035	4.26	3.87	4.25	3.86	4.19	3.84	4.08	3.79	3.87	3.64	3.46	
Age 75	2010	6.73	5.98	6.56	5.90	6.10	5.64	5.45	5.21	5.39	5.06	4.99
	2015	6.56	5.84	6.41	5.77	5.99	5.53	5.39	5.14	5.30	4.98	4.89
	2020	6.40	5.70	6.27	5.64	5.89	5.43	5.33	5.07	5.22	4.90	4.80
	2025	6.25	5.57	6.13	5.52	5.78	5.33	5.27	5.01	5.13	4.82	4.71
	2030	6.11	5.45	6.00	5.40	5.69	5.24	5.22	4.94	5.06	4.75	4.63
2035	5.98	5.34	5.88	5.30	5.59	5.15	5.16	4.88	4.99	4.69	4.56	
Age 85	2010	10.82	9.93	9.86	9.26	7.94	7.72	6.23	6.18	7.54	7.20	7.71
	2015	10.49	9.60	9.63	9.02	7.85	7.61	6.22	6.16	7.39	7.05	7.50
	2020	10.18	9.30	9.41	8.78	7.76	7.50	6.20	6.13	7.26	6.92	7.31
	2025	9.89	9.01	9.20	8.56	7.68	7.40	6.18	6.10	7.14	6.80	7.13
	2030	9.62	8.75	9.00	8.35	7.59	7.30	6.16	6.08	7.03	6.68	6.97
2035	9.36	8.51	8.81	8.16	7.50	7.20	6.14	6.05	6.93	6.58	6.82	
Age 95	2010	19.03	18.18	14.17	13.86	9.04	9.00	6.41	6.41	11.46	11.10	13.36
	2015	18.54	17.63	14.04	13.70	9.03	8.99	6.41	6.41	11.34	10.97	13.06
	2020	18.09	17.13	13.91	13.54	9.02	8.98	6.41	6.41	11.23	10.85	12.78
	2025	17.67	16.67	13.78	13.38	9.02	8.97	6.41	6.41	11.12	10.74	12.52
	2030	17.28	16.24	13.66	13.23	9.01	8.96	6.41	6.41	11.03	10.64	12.28
2035	16.90	15.84	13.54	13.09	9.00	8.95	6.41	6.41	10.94	10.55	12.06	
Age 100	2010	27.22	25.92	16.18	15.97	9.17	9.16	6.42	6.42	14.96	14.46	18.93
	2015	27.05	25.73	16.17	15.96	9.17	9.16	6.42	6.42	14.94	14.43	18.83
	2020	26.88	25.54	16.16	15.95	9.17	9.16	6.42	6.42	14.91	14.41	18.74
	2025	26.72	25.36	16.15	15.93	9.17	9.16	6.42	6.42	14.89	14.38	18.65
	2030	26.56	25.19	16.14	15.92	9.17	9.16	6.42	6.42	14.86	14.36	18.56
2035	26.41	25.02	16.13	15.91	9.17	9.16	6.42	6.42	14.84	14.33	18.47	

Table B above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G at 2.0% annual effective interest rate. Annuity Payment rates for any plan and for any year, age, or any combination of year, age and sex not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request. Amounts shown in the Table below are based on a 2.0% annual effective interest rate.

Plan E - Dollar Amount of Each Monthly Fixed Dollar Annuity Payment Per \$1,000 Applied

Years Payable	Monthly Payment	Years Payable	Monthly Payment	Years Payable	Monthly Payment
10	9.18	17	5.77	24	4.36
11	8.42	18	5.50	25	4.22
12	7.80	19	5.26	26	4.10
13	7.26	20	5.04	27	3.98
14	6.81	21	4.85	28	3.87
15	6.42	22	4.67	29	3.77
16	6.07	23	4.51	30	3.68

Deferred Annuity Contract

**RiverSource Life
Insurance Company**

Offices:

70100 Ameriprise Financial Center
Minneapolis, MN 55474

RiverSource 
Annuities

- **Flexible Purchase Payments with Purchase Payment Credits Provision – Subject to Limitations**
- **Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments**
- **Annuity Payments to Begin on the Annuitization Start Date**
- **This Contract is Nonparticipating – Dividends Are Not Payable**
- **Surrender Charges May Be Waived under Specified Conditions**



CONTRACT DATA

Deferred Annuity Contract: **RiverSource® Retirement Advisor 5 Select** 1.

Contract Number: 2. [9920-SAMPLE] Contract Date: 2. [November 1, 2009]
Annuitant: 2. [John Doe] Annuitization Start Date: 2. [November 1, 2069]
Contract Owner: 2. [John Doe] Age at Issue: 2. [35]

Application Signed State/Contract Delivery State: [state] 3.

State Insurance Department: [1-800-ZZZ-ZZZZ] 4.

Initial Purchase Payment: [\$25,000] 2. Contract Type: [Non-Qualified] 5.

Scheduled Purchase Payment:
Annual Amount: [NA] 2.

Maximum Purchase Payments Permitted:
1st Contract Year and Total:

- Under age [86]: 6. [\$1,000,000] 10.
- 8. Age [86] or older and under age [91]: 7. [\$100,000] 11.
- 9. Age [91] or older: [0] 12.

Each Contract Year thereafter:

- Under age [86]: 6. [\$100,000] 13.
- 8. Age [86] or older and under age [91]: 7. [\$50,000] 14.
- 9. Age [91] or older: [0] 15.

Minimum Additional Purchase Payment: [\$100] 16.

31. [Minimum Purchase Payment or Transfer Amount
to any Guarantee Period Account: [\$1,000] 17.

32. Upon issuance of this contract your purchase payments have been scheduled to be paid and applied to the Fixed Account, [Guarantee Period Accounts] and variable subaccounts investing in funds as shown below. You may change the amount, frequency and allocations as provided in this contract. Refer to the Purchase Payments provision.

<u>Allocation</u>	<u>Payment Allocation Percentage</u>
RiverSource Life Regular Fixed Account	
33. [Special DCA 12 Mo Fixed Account - V]
Special DCA 6 Mo Fixed Account - V	
1 Year Guarantee Period Account	
2 Year Guarantee Period Account	
34. [3 Year Guarantee Period Account	
4 Year Guarantee Period Account	
5 Year Guarantee Period Account	
6 Year Guarantee Period Account	
7 Year Guarantee Period Account	
8 Year Guarantee Period Account	
9 Year Guarantee Period Account	
10 Year Guarantee Period Account	
35. [AIM V.I. Capital Appreciation Fund Ser 2]
Aim V.I. Capital Development Fund Ser 2	
Aim V.I. Global Htlh Care Fund Ser 2	
Aim V.I. International Growth Fund Ser 2	
AllianceBernstein VPS Gbl Them Gr Cl B	

CONTRACT DATA - Continued

Contract Number: [9920-SAMPLE] 2.

Contract Date: [November 1, 2009] 2.

35. Alliancebernstein VPS Gr & Inc Port CI B
Alliancebernstein VPS Intl Val Port CI B
American Century VP Mid Cap Value CI II
American Century VP Ultra Class II
American Century VP Value Class II
Columbia High Yield Fund Var Ser CI B
Columbia Marsico Grwth Fund Var Ser CI A
Columbia Marsico Intl Oppt Var Ser CI B
Columbia Small Cap Value Fund VS CI B
Credit Suisse Trust Comm Rt Strategy
Dreyfus Var Inv Fd Intl Eq Port Serv Shs
Dreyfus Var Invest Fd Intl Val Serv Shs
Eaton Vance VT Floating Rate Income Fund
Fidelity VIP Contrafund Port Serv CI 2
Fidelity VIP Invest Grd Bd Port Sev CI 2
Fidelity VIP Mid Cap Port Service CI 2
Fidelity VIP Overseas Port Service CI 2
FTVIPT Franklin Income Secs Fund Class 2
FTVIPT Templeton Gbl Bd Sec Fund Cls 2
FTVIPT Templeton Growth Sec Fund Class 2
GS VIT Mid Cap Value Fund Instl Shares
GS VIT Structured U.S. Eq Fund Instl Shs
Janus Aspen Srs Janus Port Svc Shs
Legg Mason Ptnrs VA Sm Cap Gr Port CI I
MFS Total Return Series Service Class
MFS Utilities Series Service Class
Oppenheimer Cap App Fund/VA Srv Shs
Oppenheimer Gbl Sec Fund/VA Srv Shs
Oppenheimer Main Street Sm Cap Fund/VA
Oppenheimer Strat Bond Fund/VA Srv Shs
PIMCO VIT All Asset Port Advisor Shs CI
RiverSource Ptnrs VP Fundamental Value
RiverSource Ptnrs VP Select Value
RiverSource Ptnrs VP Small Cap Value
RiverSource VP Cash Management
RiverSource VP Diversified Bond
RiverSource VP Diversified Equity Income
RiverSource VP Gbl Inflation Protected
Seligman VP Growth Fund
RiverSource VP High Yield Bond
RiverSource VP Income Opportunities
RiverSource VP Dynamic Equity
RiverSource VP Mid Cap Value
RiverSource VP S&P 500 Index
RiverSource VP Short Duration US Govt
Threadneedle VP Emerging Markets
Threadneedle VP Intl Opportunity
Van Kampen LIT Comstock Port Class 2 Shs
Van Kampen UIF Global Real Estate CI II
Van Kampen UIF Mid Cap Gr Port CI II Shs
Wanger International
Wanger USA

CONTRACT DATA - Continued

Contract Number: [9920-SAMPLE] [2.] Contract Date: [November 1, 2009] [2.]

[39.] [Asset Allocation Program Investment Selection: [VP Moderate Portfolio.]] [38.]

Fixed Account Minimum Interest Rate: [1.5%] [40.]

Any purchase payments and purchase payment credits allocated to the Regular Fixed Account on the Contract Date will earn interest, for the first year, at the annual effective rate of [3.5%] [33.] [41.] New rates may be declared from time to time.

Any purchase payments and purchase payment credits allocated to the [6-Month] [33.] [41.] Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of [3.5%] [33.] [41.] New rates may be declared from time to time.

[33.] [Any purchase payments and purchase payment credits allocated to the [12-Month] [33.] [41.] Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of [3.5%] [33.] [41.] New rates may be declared from time to time.] [41.]

[42.] [MVA Risk Factor: [0.001] [18.]

See Guarantee Period Accounts endorsement, MVA formula.]

CV Waiver Percentage: [10%] [19.]

See the definition of "total free amount" in the Surrender Charge provision.

Hospitalization/Nursing Home Waiver Benefit Age: 75 [] [20.]

See Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision.

TI Waiver Benefit Age: [75] [21.]

See Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis provision.

ROPP Benefit Age: [75] [22.]

See Payments to Beneficiaries provision.

Schedule of Surrender Charges: If you surrender all or a portion of this contract, a surrender charge may apply. A surrender charge applies if all or part of the Contract Value is surrendered during the surrender charge period which is the first four contract years.

Contract Year	Surrender Charge Percentage Applied to Purchase Payments
1	7.0%
2	6.0%
3	5.0%
4	4.0%
Thereafter	0.0%

You may surrender the greater of (1) your prior contract anniversary Contract Value multiplied by the CV Waiver Percentage shown above or (2) contract earnings each contract year during the surrender charge period without incurring a surrender charge. Refer to the Surrender Provisions.

Annual Mortality and Expense Risk Fee:

[43.] [Base Fee + Optional Death Benefit Rider Fee = Total M&E Fee
1.20% + 0.00% = 1.20% of the daily net asset value]

Annual Variable Account Administrative Charge: [0% of the daily net asset value] [23.]

CONTRACT DATA - Continued

Contract Number: [9920-SAMPLE] [2.]

Contract Date: [November 1, 2009] [2.]

Contract Administrative Charge:

Initial Annual Charge [\$30] [24.]

We reserve the right to adjust this charge after the first contract anniversary, but the charge will never exceed \$50.

Initial Annual Charge if contract value equals or exceeds [\$50,000] [25.] [\$0] [26.]

We reserve the right to charge up to \$20 after the first contract anniversary. See Contract Administrative Charge provision.

Regular Fixed Account Purchase Payment and Transfer Limits: [27.]

1. Payments to the Regular Fixed Account are limited to [100%] of each payment. [(There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated [44.] transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)]
2. Transfers to the Regular Fixed Account are limited to transfer amounts which result in the Regular Fixed Account Contract Value (after the transfer) being no more than [100%] of the total Contract [28.] [44.] Value. [(There are no limits on transfers to the Regular Fixed Account if the transfer is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)]
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
 - [29.] a. [\$10,000;] or
 - [30.] b. [30%] of the Regular Fixed Account Contract Value at the beginning of the contract year. All purchase payments and any purchase payment credits received into the Regular Fixed Account prior to Your transfer request are considered Your beginning of contract year value during the first contract year.

MAXIMUM FIVE-YEAR ANNIVERSARY VALUE DEATH BENEFIT RIDER

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit of this rider using the age or life of the Owner.

The Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, to which this rider is attached is hereby deleted and replaced with the following.

Amount Payable Before the Annuitization Start Date

If You die before the Annuitization Start Date while this rider is in force, then We will pay the beneficiary the greatest of the following amounts, less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision:

1. the Contract Value, after any rider charges have been deducted; or
2. the Return of Purchase Payment (ROPP) Value; or
3. the Maximum Five-Year Anniversary Value (5-Year MAV).

Covered Life Change Definition: A "covered life change" is either A) continuation of the contract by a spouse under the Spouse's Option to Continue Contract provision or B) an ownership change where an Owner after the ownership change was not an Owner prior to the change.

Adjustments for Partial Surrenders Definition:

"Adjustments for partial surrenders" are calculated for both the 5-Year MAV and ROPP value separately for each partial surrender using the following formula:

$$\frac{a \times b}{c} \quad \text{where:}$$

- a** = the amount Your Contract Value is reduced by the partial surrender
- b** = the applicable ROPP value or 5-Year MAV on the date of (but prior to) the partial surrender
- c** = the Contract Value on the date of (but prior to) the partial surrender.

Return of Purchase Payment (ROPP) Value

If the rider is effective on the Contract Date, the ROPP value is established as the total purchase payments and any purchase payment credits. If the rider is effective on a Contract Anniversary, the ROPP value is established as the Contract Value on the later of that anniversary or the Valuation Date we receive your written request to add the rider. Adjustments are made to the ROPP value in the following circumstances.

1. Additional purchase payments and any purchase payment credits will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a "covered life change" for a spouse who continues the contract, the ROPP value is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.

4. After a "covered life change" other than for a spouse who continues the contract, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:

A = the Contract Value on that date after any rider charges have been deducted, and

B = the ROPP value on that date (but prior to the reset).

Maximum Five-Year Anniversary Value (5-Year MAV)

The 5-Year MAV equals the ROPP value prior to the initial fifth Contract Anniversary after the effective date of this rider. On each fifth Contract Anniversary after the effective date of this rider and prior to the earlier of the Maximum 5-Year MAV Date shown under Contract Data or Your date of death, the 5-Year MAV will be increased to the Contract Value, if the Contract Value is greater.

Adjustments are made to the 5-Year MAV in the following circumstances.

1. Additional purchase payments and any purchase payment credits will be added to the 5-Year MAV.
2. Partial surrenders taken will result in "adjustments for partial surrenders" subtracted from the 5-Year MAV.
3. After a "covered life change" for a spouse who continues the contract, the 5-Year MAV is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.
4. After a "covered life change" other than for a spouse who continues the contract, the 5-Year MAV is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:

A = the Contract Value on that date after any rider charges have been deducted, and

B = the 5-Year MAV on that date (but prior to the reset).

Rider Charges

An Optional Death Benefit Rider Fee for this rider is included in the Annual Mortality and Expense Risk Fee shown under Contract Data. This increases the Mortality and Expense Risk Charge which is deducted from each variable subaccount on a daily basis as described in Your contract.

If the rider is terminated by a "covered life change" or on the Annuitization Start Date, the Optional Death Benefit Rider Fee for this rider will be removed from the Annual Mortality and Expense Risk Fee from that point forward.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. If there has been any "covered life change" where You, as redefined, were older than the 5-Year MAV Benefit Age (shown under Contract Data) on the date of the "covered life change", then the rider will terminate and the Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, will be reinstated.
2. The rider will terminate on the Annuitization Start Date.
3. After the death benefit is payable, unless the spouse continues the contract as described in the Spouse's Option to Continue Contract provision, the rider will terminate.
4. Termination of the contract for any reason will terminate the rider.

Upon termination of this rider, any additional death benefit provided by the rider will not be payable upon Your death.

Effective Date

This rider is effective as of the Contract Date of this contract unless a different date is shown under Contract Data.

RiverSource Life Insurance Company



Secretary

1.

Maximum Five-Year Anniversary Value Death Benefit Rider

Rider Effective Date: [November 1, 2009] 3.

5-Year MAV Benefit Age: [75*] 4.

*Applicable for "covered life changes" only.

Maximum 5-Year MAV Date: [Your 81st birthday] 5.

DP411291

Guaranteed Lifetime Withdrawal Benefit Rider Joint Life

[SecureSource Stages® 2 Rider] 1.

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and Rider Charges provision.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

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

Definitions

The following words are often used in this rider. When We use these words, this is what We mean:

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the younger Covered Spouse has reached the youngest age in the first Age Band shown under Contract Data. After the Waiting Period, the annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with two Lifetime Payment Percentages. The younger Covered Spouse must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to the younger Covered Spouse's age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

The Annual Step-Up is an increase in the Benefit Base and/or the Principal Back Guarantee and a possible increase in the Lifetime Payment Percentage that is available each Rider Anniversary if Your Contract Value increases, subject to certain conditions as described in the Rider Anniversary Processing provision.

Benefit Base (BB)

The Benefit Base is used in the calculation of the Annual Lifetime Payment and the annual rider charge. The BB cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used in the calculation of the Rider Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Spouses

The Covered Spouses are established on the Rider Effective Date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse as defined under federal law, as named on the application and as shown under Contract Data for as long as the marriage is valid and in effect. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Spouses are the Annuitant and the legally married spouse of the Annuitant. After death or dissolution of marriage, the remaining Covered Spouse will be used when referring to the younger Covered Spouse.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment after the ALP is established.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment and is shown under Contract Data. Two percentages are shown for each Age Band, Percentage A and Percentage B, and the percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that total Withdrawals will not be less than purchase payments You have made, increased by Annual Step-ups, as long as there is no Excess Withdrawal or benefit reset.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Credit, Rider Credit Date

The Rider Credit is an amount that can be added to the Benefit Base on all Rider Credit Dates as long as no Withdrawals have been taken since the Rider Effective Date and You do not decline any Annual Rider Fee increase as described in the Rider Charges provision. Rider Credit Dates are the dates shown under Contract Data on which Rider Credits can be added to the Benefit Base, subject to certain limitations as described in the Rider Anniversary Processing provision.

Rider Effective Date

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

Waiting Period

The Waiting Period is the number of years, shown under Contract Data, before You can take a Withdrawal without limiting benefits under the rider. If a Withdrawal is taken in the Waiting Period, the lifetime benefit amount will be determined using Percentage B, for the appropriate Age Band, as long as rider benefits are payable. The Waiting Period starts on the Rider Effective Date. The day prior to the Rider Anniversary, after the number of years shown, is the last day of the Waiting Period.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is one of the components used to determine the Lifetime Payment Percentage after the Waiting Period. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. The younger Covered Spouse's age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

If a Withdrawal is taken during the Waiting Period, the lifetime benefit amount will always be based on Percentage B.

If no Withdrawals are taken during the Waiting Period, the lifetime benefit amount after the Waiting Period can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year after the Waiting Period, the percentage used to determine the benefit amount is set as Percentage A or Percentage B when the first Withdrawal is taken and fixed for the remainder of that year.

As long as Your total Withdrawals during the current year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any

applicable surrender charges and any applicable market value adjustment. Also, benefits may be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if a Rider Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

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

1. the Rider Effective Date if the younger Covered Spouse has already reached the youngest age in the first Age Band.
2. the date the younger Covered Spouse's Attained Age equals the youngest age in the first Age Band.
3. upon the first death of a Covered Spouse, then
 - (A) the date we receive a Written Request when the death benefit is not payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (B) the date spousal continuation is effective when the death benefit is payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (C) the date the surviving Covered Spouse reaches the youngest age in the first Age Band.
4. Following dissolution of marriage of the Covered Spouses,
 - (A) the date we receive a Written Request if the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) has already reached the youngest age in the first Age Band, or
 - (B) the date the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) reaches the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

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

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. Two Lifetime Payment Percentages are shown for each Age Band under Contract Data, Percentage A and Percentage B. Throughout the remainder of this rider, Your Lifetime Payment Percentage will be either Percentage A or Percentage B for a given Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is the percentage shown under Contract Data for the younger Covered Spouse's Attained Age.

2. On the younger Covered Spouse's subsequent birthdays

Except as noted below, if the younger Covered Spouse's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline any Annual Rider Fee increase or if a Withdrawal has been taken since the ALP was established, then the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

4. Upon death or change in marital status

In the event of death or dissolution of marriage:

(A) If no Withdrawal has been taken since the ALP was established and no Annual Rider Fee increase has been declined, the Lifetime Payment Percentage will be reset based on the Age Band for the remaining Covered Spouse's Attained Age.

(B) If the ALP is not established but the remaining Covered Spouse has reached the youngest age in the first Age Band, the remaining Covered Spouse's Attained Age will be used to determine the Age Band for the Lifetime Payment Percentage.

In the event of remarriage of the Covered Spouses to each other, the Lifetime Payment Percentage used is the percentage for the younger Covered Spouse's Attained Age.

Percentage A and Percentage B

The following determines whether Percentage A or Percentage B is used.

1. During the Waiting Period

Percentage B will be used.

2. If a Withdrawal is taken during the Waiting Period

Percentage B will be used as long as rider benefits are payable.

3. If no Withdrawals are taken during the Waiting Period

After the Waiting Period, a comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether Percentage A or Percentage B is used to calculate the ALP unless the percentage is fixed as described below. On each Valuation Date, if the value calculated below is less than the Adjustment Threshold shown under Contract Data, then Percentage A shown under Contract Data is used in calculating Your ALP, otherwise Percentage B is used. The value is calculated as follows, but it will not be less than zero:

$$1 - (a/b)$$

a = Contract Value at the end of the prior valuation period

b = WAB at the end of the prior valuation period

After the ALP is established and after the Waiting Period, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

However, at the earliest of (1), (2) or (3) below, Percentage A or Percentage B will be set and remain fixed as long as the benefit is payable:

- (1) if the ALP is established, when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by Lifetime Payment Percentage B for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the remaining Covered Spouse's date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to Percentage A if more favorable to You.

Rider Effective Date Values, Effect of Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

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

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

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, the CB will be permanently reset to zero when the first Withdrawal is taken, and there will be no additional Rider Credits.

Whenever a Withdrawal is taken:

- (A) If the first Withdrawal is taken during the Waiting Period, the WAB will be permanently reset to zero.

If the first Withdrawal is taken after the Waiting Period, the WAB will be reduced by the "Adjustment for Withdrawal."
- (B) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB does not change and the PBG is reduced by the amount of the Withdrawal, but it will not be less than zero.
- (C) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB will be reduced by the "Adjustment for Withdrawal," and the PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," but it will not be less than zero.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur as follows:

(i) the PBG will be reset to the lesser of:

- (a) the PBG reduced by the amount of the Withdrawal, but it will not be less than zero; or
- (b) the PBG minus the RALP on the date of (but prior to) the Withdrawal and further reduced by an amount calculated as follows, but it will not be less than zero:

$\frac{a \times b}{c}$ where:

- a** = the amount of the Withdrawal minus the RALP
- b** = the PBG minus the RALP on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

(ii) the BB will be reduced by an amount as calculated below:

$\frac{d \times e}{f}$ where:

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

Adjustment for Withdrawal Definition: When the WAB, PBG or BB is reduced by a Withdrawal in the same proportion as the Contract Value is reduced, the proportional amount deducted is the "Adjustment for Withdrawal." The "Adjustment for Withdrawal" is calculated as follows:

$\frac{g \times h}{i}$ where:

- g** = the amount the Contract Value is reduced by the Withdrawal
- h** = the WAB, BB or PGB (as applicable) on the date of (but prior to) the Withdrawal
- i** = the Contract Value on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the WAB, BB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries.

1. On Rider Credit Dates

If You did not take any Withdrawals and You did not decline any Annual Rider Fee increase, a Rider Credit may be available. On the first Rider Credit Date, the Rider Credit equals the CB 180 days following the Rider Effective Date multiplied by the Rider Credit Percentage shown under Contract Data for the first Rider Credit Date. On any subsequent Rider Credit Date, the Rider Credit equals the CB as of the prior Rider Credit Date multiplied by the Rider Credit Percentage associated with the current Rider Credit Date.

On the first Rider Credit Date the BB and WAB, if greater than zero, will be set to the greater of:

(A) the current BB, or

(B) the BB 180 days following the Rider Effective Date increased by the Rider Credit and any additional purchase payments since 180 days following the Rider Effective Date.

On any subsequent Rider Credit Dates the BB and WAB, if greater than zero, will be set to the greater of:

(A) the current BB, or

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

If the CB is greater than zero, the CB will be permanently reset to zero on the last Rider Credit Date after any adjustment to the WAB and BB, and there will be no additional Rider Credits.

2. Annual Step Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline any Annual Rider Fee increase, future Annual Step-ups will no longer be available.

The Annual Step-up will be executed on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Rider Credit is added. If an Annual Step-up is executed, the PBG, BB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Rider Credit is added) will be increased to the Contract Value, if the Contract Value is greater.

- (C) If the younger Covered Spouse's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

3. The WAB on Rider Anniversaries

Unless the WAB is permanently reset to zero or You decline any Annual Rider Fee increase, the WAB (after any Rider Credit is added) will be increased to the Contract Value, if the Contract Value is greater.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the RALP on the most recent Rider Anniversary, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

- 1. the ALP is established,
- 2. the RMD is for this contract alone,
- 3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
- 4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations

thereunder that were in effect on the Rider Effective Date.

If any Withdrawal is taken in the Waiting Period, including RMDs, Percentage B for the appropriate Age Band will be used as long as rider benefits are payable. Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing. The amount in excess of the RALP that is not subject to Excess Withdrawal Processing will be recalculated if the ALP changes due to Lifetime Payment Percentage changes.

Investment Options and Limits

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options shown under Contract Data, ranging from conservative to more aggressive risk classifications. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any Annual Rider Fee increase as described in the Rider Charges provision.

Accumulation phases are periods of time (1) beginning on the Rider Effective Date and ending with Your first Withdrawal and (2) beginning with a benefit reset due to an investment option change as described in this provision and ending with any subsequent Withdrawal. During these accumulation phases, You can allocate Your Contract Value to any available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments and any

purchase payment credits to one of the available investment options. The number of elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

Withdrawal phases are periods of time starting with Your first Withdrawal while You are in an accumulation phase and continuing until You reallocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification. If Your current investment option classification is more aggressive than the Target Investment Option Classification shown under Contract Data and if You take a Withdrawal, then We will reallocate Your Contract Value to an investment option with the Target Investment Option Classification immediately following a Withdrawal. We reserve the right to change the Target Investment Option Classification to an investment option classification that is more aggressive after 30 days written notice.

If You are in a withdrawal phase and if You choose to allocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification, You will be in the accumulation phase again. Your rider benefits will be reset when You choose the more aggressive investment option as follows:

1. the BB, PBG and WAB, if greater than zero, will be reset to the Contract Value, if less than their current amount; and

2. the ALP and RALP, if available, will be recalculated.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate Your Contract Value, additional purchase payments and any purchase payment credits as provided in the contract.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline any Annual Rider Fee increase as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on an anniversary is less than four times the BB multiplied by Lifetime Payment Percentage B for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment option selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners, (2) automated transfers necessary to adjust Contract Value allocations to match the allocation percentages utilized in certain investment options, or (3) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value. You cannot specify from which accounts and subaccounts the Withdrawal is to be taken.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Rider Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of both Covered Spouses.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of both Covered Spouses.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

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

1. The rider continues as part of the contract.
2. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
3. At the time of spousal continuation, a Step-up may be available. If the spousal continuation Step-up is processed, the Step-up date is the Valuation Date spousal continuation is effective. All Annual Step-up rules also apply to the spousal continuation Step-up, except that the RALP will be calculated as the ALP after the Step-up less all prior Withdrawals made during the current contract year, but it will not be less than zero. The WAB, if greater than zero, will be increased to the Contract Value, if the Contract Value is greater.

Death Benefit Before the Annuitization Start Date

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

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision above.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the PBG is greater than zero and the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the PBG is greater than zero and the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage used for the youngest age in the first Age Band shown under Contract Data will be paid annually until total payments to the beneficiary are equal to the PBG.

In (1) and (2) above:

- After the date of death, there will be no additional Rider Credits or Annual Step-ups.
 - The Lifetime Payment Percentage used will be set as of the date of death.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that year.
3. On the remaining Covered Spouse's date of death, if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Rider Credits.
 4. If the PBG equals zero, the benefit terminates. No further payments are made.

Change of Ownership

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

If the owner is a natural person, only the Covered Spouses can be owners. If there is a non-natural or revocable trust owner, one of the Covered Spouses must be the Annuitant. Ownership changes are only allowed between the Covered Spouses and are subject to Our approval, if allowed by state law. No other ownership changes are allowed as long as the rider is in force.

Assignment

If allowed by state law, an assignment is subject to Our approval.

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of the death of both Covered Spouses or depletion of the PBG. If You choose to receive the ALP, the amount payable each year will be equal to the ALP on the

Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that year. These annualized amounts will be paid in monthly installments until the later of death of both Covered Spouses or depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee associated with Your initial investment option is shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.

- (A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:
 - (i) all future Annual Step-ups and spousal continuation Step-ups,
 - (ii) any ability to make additional purchase payments,
 - (iii) any future Rider Credits, and the CB will be permanently reset to zero, and
 - (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries, and

- (v) the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive investment option will further limit the investment options available to the then current and less aggressive investment options.

If You decline any Annual Rider Fee increase, the WAB will not be increased on Rider Anniversaries.

- (B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. Your Annual Rider Fee may increase if You elect to change to an investment option with a more aggressive risk classification than Your current investment option and if the new investment option has a higher current Annual Rider Fee. The Annual Rider Fees associated with the available investment options may change at Our discretion, however these changes will not apply to this rider unless You change Your investment option to one with a more aggressive risk classification. The new fee will be in effect on the Valuation Date We receive Your Written Request to change Your investment option.

If the rider fee changes during a contract year, We will calculate an average rider charge, for that contract year only, that reflects the various different fees that were in effect that year, adjusted for the number of Days each fee was in effect.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, continuation of the contract by any one other than a Covered Spouse will terminate the rider. However, if the Covered Spouse continues the contract as an Inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan under the Code, the rider will terminate.
2. The rider will terminate on the Annuitization Start Date.
3. In relation to certain Annual Rider Fee increases as described in the Rider Charges provision, your Written Request will terminate the rider.
4. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
5. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

 [2.]

Secretary

1.

Guaranteed Lifetime Withdrawal Benefit Rider [SecureSource Stages® 2] Rider

Covered Spouses

[John Doe] 4.

[Jane Doe] 4.

Rider Effective Date

[November 1, 2009] 4.

Initial Annual Rider Fee

5. [1.35%]

Maximum Annual Rider Fee

[2.50%] 7.

Maximum BB, CB, WAB and PBG

[\$10,000,000] 9.

Waiting Period

[3 Years] 10.

Adjustment Threshold

11. [20%]

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

Age Bands*	Lifetime Payment Percentage*	
	Percentage A**	Percentage B**
[50-58] 14.	[4%] 15.	[3%] 16.
59-64	5%	4%
65-79	6%	5%
[80+] 14.	[7%] 15.	[6%] 16.

* After the lifetime benefit is established, the younger Covered Spouse's Attained Age at the first Withdrawal will set the Age Band. See the "Age Band for the Lifetime Payment Percentage" section of the Lifetime Payment Percentage provision for exceptions.

** During the Waiting Period, Percentage B will be used. If a Withdrawal is taken in the Waiting Period, Percentage B will be used as long as rider benefits are payable. If no Withdrawal is taken in the Waiting Period, the first Withdrawal in any contract year after the Waiting Period will set the percentage as either Percentage A or Percentage B, and it will not change for the remainder of the contract year. See the "Percentage A and Percentage B" section of the Lifetime Payment Percentage provision.

Initial Investment Selection

[Moderately Aggressive] 4.

Target Investment Option Classification

[Moderate] 17.

Number of Elective Investment Option Changes

[2] 18.

Permitted Per Contract Year

19. Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the [Portfolio Navigator asset allocation program.] The [Portfolio Navigator asset allocation program] contains several [RiverSource Variable Portfolio] fund of funds with investment asset mixes that range from conservative to aggressive. You may select from the following [RiverSource Variable Portfolio] funds: [Conservative Portfolio, Moderately Conservative Portfolio, Moderate Portfolio, Moderately Aggressive Portfolio and Aggressive Portfolio.] If you elect to change to a more aggressive fund, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of your rider.

Guaranteed Lifetime Withdrawal Benefit Rider Single Life

[SecureSource Stages® 2 Rider]

1.

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and Rider Charges provision.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

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

Definitions

The following words are often used in this rider. When We use these words, this is what We mean:

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the Covered Person has reached the youngest age in the first Age Band shown under Contract Data. After the Waiting Period, the annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with two Lifetime Payment Percentages. You must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to Your age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

The Annual Step-Up is an increase in the Benefit Base and/or the Principal Back Guarantee and a possible increase in the Lifetime Payment Percentage that is available each Rider Anniversary if Your Contract Value increases, subject to certain conditions as described in the Rider Anniversary Processing provision.

Benefit Base (BB)

The Benefit Base is used in the calculation of the Annual Lifetime Payment and the annual rider charge. The BB cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used in the calculation of the Rider Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Person

The Covered Person is the person whose life is used to determine when the Annual Lifetime Payment is established and the duration of the ALP payments. The Covered Person is the oldest owner unless otherwise specified under Contract Data. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Person is the oldest Annuitant.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment after the ALP is established.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment and is shown under Contract Data. Two percentages are shown for each Age Band, Percentage A and Percentage B, and the percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that total Withdrawals will not be less than purchase payments You have made, increased by Annual Step-ups, as long as there is no Excess Withdrawal or benefit reset.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Credit, Rider Credit Date

The Rider Credit is an amount that can be added to the Benefit Base on all Rider Credit Dates as long as no Withdrawals have been taken since the Rider Effective Date and You do not decline any Annual Rider Fee increase as described in the Rider Charges provision. Rider Credit Dates are the dates shown under Contract Data on which Rider Credits can be added to the Benefit Base, subject to certain limitations as described in the Rider Anniversary Processing provision.

Rider Effective Date

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

Waiting Period

The Waiting Period is the number of years, shown under Contract Data, before You can take a Withdrawal without

limiting benefits under the rider. If a Withdrawal is taken in the Waiting Period, the lifetime benefit amount will be determined using Percentage B, for the appropriate Age Band, as long as rider benefits are payable. The Waiting Period starts on the Rider Effective Date. The day prior to the Rider Anniversary, after the number of years shown, is the last day of the Waiting Period.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is one of the components used to determine the Lifetime Payment Percentage after the Waiting Period. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. Your age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

If a Withdrawal is taken during the Waiting Period, the lifetime benefit amount will always be based on Percentage B.

If no Withdrawals are taken during the Waiting Period, the lifetime benefit amount after the Waiting Period can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year after the Waiting Period, the percentage used to determine the benefit amount is set as Percentage A or Percentage B when the first Withdrawal is taken and fixed for the remainder of that year.

As long as Your total Withdrawals during the current year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits may be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if a Rider Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the later of (1) the Rider Effective Date if the Covered Person has reached the youngest age in the first Age Band, or (2) the date the Covered Person's Attained Age equals the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

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

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. Two Lifetime Payment Percentages are shown for each Age Band under Contract Data, Percentage A and Percentage B. Throughout the remainder of this rider, Your Lifetime Payment Percentage will be either Percentage A or Percentage B for a given Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is the percentage shown under Contract Data for the Covered Person's Attained Age.

2. On the Covered Person's subsequent birthdays

Except as noted below, if the Covered Person's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline any Annual Rider Fee increase or if a Withdrawal has been taken since the ALP was established, then the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

Percentage A and Percentage B

The following determines whether Percentage A or Percentage B is used.

1. During the Waiting Period

Percentage B will be used.

2. If a Withdrawal is taken during the Waiting Period

Percentage B will be used as long as rider benefits are payable.

3. If no Withdrawals are taken during the Waiting Period

After the Waiting Period, a comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether Percentage A or Percentage B is used to calculate the ALP unless the percentage is fixed as described below. On each Valuation Date, if the value calculated below is less than the Adjustment Threshold shown under Contract Data, then Percentage A shown under Contract Data is used in calculating Your ALP, otherwise Percentage B is used. The value is calculated as follows, but it will not be less than zero:

1 - (a/b)

a = Contract Value at the end of the prior valuation period

b = WAB at the end of the prior valuation period

After the ALP is established and after the Waiting Period, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

However, at the earliest of (1), (2) or (3) below, Percentage A or Percentage B will be set and remain fixed as long as the benefit is payable:

- (1) if the ALP is established, when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by Lifetime Payment Percentage B for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to Percentage A if more favorable to You.

Rider Effective Date Values, Effect of Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

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

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

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, the CB will be permanently reset to zero when the first Withdrawal is taken, and there will be no additional Rider Credits.

Whenever a Withdrawal is taken;

(A) If the first Withdrawal is taken during the Waiting Period, the WAB will be permanently reset to zero.

If the first Withdrawal is taken after the Waiting Period, the WAB will be reduced by the "Adjustment for Withdrawal."

(B) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB does not change and the PBG is reduced by the amount of the Withdrawal, but it will not be less than zero.

(C) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB will be reduced by the "Adjustment for Withdrawal," and the PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," but it will not be less than zero.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur as follows:

(i) the PBG will be reset to the lesser of:

- (a) the PBG reduced by the amount of the Withdrawal, but it will not be less than zero; or
- (b) the PBG minus the RALP on the date of (but prior to) the Withdrawal and further reduced by an amount calculated as follows, but it will not be less than zero:

a X b where:

c

- a** = the amount of the Withdrawal minus the RALP
- b** = the PBG minus the RALP on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

(ii) the BB will be reduced by an amount as calculated below:

d X e where:

f

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

Adjustment for Withdrawal Definition: When the WAB, PBG or BB is reduced by a Withdrawal in the same proportion as the Contract Value is reduced, the proportional amount deducted is the "Adjustment for Withdrawal." The "Adjustment for Withdrawal" is calculated as follows:

g X h where:

i

- g** = the amount the Contract Value is reduced by the Withdrawal
- h** = the WAB, BB or PGB (as applicable) on the date of (but prior to) the Withdrawal
- i** = the Contract Value on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the WAB, BB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries.

1. On Rider Credit Dates

If You did not take any Withdrawals and You did not decline any Annual Rider Fee increase, a Rider Credit may be available. On the first Rider Credit Date, the Rider Credit equals the CB 180 days following the Rider Effective Date multiplied by the Rider Credit Percentage shown under Contract Data for the first Rider Credit Date. On any subsequent Rider Credit Date, the Rider Credit equals the CB as of the prior Rider Credit Date multiplied by the Rider Credit Percentage associated with the current Rider Credit Date.

On the first Rider Credit Date the BB and WAB, if greater than zero, will be set to the greater of:

- (A) the current BB, or
- (B) the BB 180 days following the Rider Effective Date increased by the Rider Credit and any additional purchase payments since 180 days following the Rider Effective Date.

On any subsequent Rider Credit Dates the BB and WAB, if greater than zero, will be set to the greater of:

- (A) the current BB, or
- (B) the BB on the prior Rider Credit Date increased by the Rider Credit and any additional purchase payments since the prior Rider Credit Date.

If the CB is greater than zero, the CB will be permanently reset to zero on the last Rider Credit Date after any adjustment to the WAB and BB, and there will be no additional Rider Credits.

2. Annual Step Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline any Annual Rider Fee increase, future Annual Step-ups will no longer be available.

The Annual Step-up will be executed on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Rider Credit is added. If an Annual Step-up is executed, the PBG, BB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Rider Credit is added) will be increased to the Contract Value, if the Contract Value is greater.
- (C) If the Covered Person's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

3. The WAB on Rider Anniversaries

Unless the WAB is permanently reset to zero or You decline any Annual Rider Fee increase, the WAB (after any Rider Credit is added) will be increased to the Contract Value, if the Contract Value is greater.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the RALP on the most recent Rider Anniversary, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

- 1. the ALP is established,
- 2. the RMD is for this contract alone,
- 3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
- 4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

If any Withdrawal is taken in the Waiting Period, including RMDs, Percentage B for the appropriate Age Band will be used as long as rider benefits are payable. Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing. The amount in excess of the RALP that is not subject to Excess Withdrawal Processing will be recalculated if the ALP changes due to Lifetime Payment Percentage changes.

Investment Options and Limits

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options shown under Contract Data, ranging from conservative to more aggressive risk classifications. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any Annual Rider Fee increase as described in the Rider Charges provision.

Accumulation phases are periods of time (1) beginning on the Rider Effective Date and ending with Your first Withdrawal and (2) beginning with a benefit reset due to an investment option change as described in this provision and ending with any subsequent Withdrawal. During these accumulation phases, You can allocate Your Contract Value to any available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments and any purchase payment credits to one of the available investment options. The number of elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

Withdrawal phases are periods of time starting with Your first Withdrawal while You are in an accumulation phase

and continuing until You reallocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification. If Your current investment option classification is more aggressive than the Target Investment Option Classification shown under Contract Data and if You take a Withdrawal, then We will reallocate Your Contract Value to an investment option with the Target Investment Option Classification immediately following a Withdrawal. We reserve the right to change the Target Investment Option Classification to an investment option classification that is more aggressive after 30 days written notice.

If You are in a withdrawal phase and if You choose to allocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification, You will be in the accumulation phase again. Your rider benefits will be reset when You choose the more aggressive investment option as follows:

1. the BB, PBG and WAB, if greater than zero, will be reset to the Contract Value, if less than their current amount; and
2. the ALP and RALP, if available, will be recalculated.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate Your Contract Value, additional purchase payments and any purchase payment credits as provided in the contract.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or

- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline any Annual Rider Fee increase as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on an anniversary is less than four times the BB multiplied by Lifetime Payment Percentage B for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment option selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners, (2) automated transfers necessary to adjust Contract Value allocations to match the allocation percentages utilized in certain investment options, or (3) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value. You cannot specify from which accounts and subaccounts the Withdrawal is to be taken.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Rider Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of the Covered Person.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of the Covered Person.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
- We will no longer accept additional purchase payments.
- No more charges will be collected for the rider.
- The current ALP is fixed for as long as payments are made.
- The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that year.

3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If a spouse chooses to continue the contract under the Spouse's Option to Continue Contract provision, the rider terminates.

Death Benefit Before the Annuitization Start Date

Under this provision in the contract, a death benefit is payable if any owner dies. If the contract is jointly owned and an owner dies when the Contract Value is greater than zero, the lifetime benefit for the Covered Person will cease whether or not the contract is continued under the Spouse's Option to Continue Contract provision.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision which terminates the rider.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the PBG is greater than zero and the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the PBG is greater than zero and the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage used for the youngest age in the first Age Band shown under Contract Data will be paid annually until total payments to the beneficiary are equal to the PBG.

In (1) and (2) above:

- After the date of death, there will be no additional Rider Credits or Annual Step-ups.
- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that year.

3. On the date of death, if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Rider Credits.
4. If the PBG equals zero, the benefit terminates. No further payments are made.

Change of Ownership

If allowed by state law, a change of ownership is subject to Our approval. If there is a change of ownership and the Covered Person remains the same, the rider continues with no change to any of the rider benefits. If there is a change of ownership and the Covered Person would be different, the rider terminates.

Assignment

If allowed by state law, an assignment is subject to Our approval.

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under

the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of the death of the Covered Person or depletion of the PBG. If You choose to receive the ALP, the amount payable each year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that year. These annualized amounts will be paid in monthly installments until the later of death of the Covered Person or depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee associated with Your initial investment option is shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.
 - (A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:

- (i) all future Annual Step-ups,
- (ii) any ability to make additional purchase payments,
- (iii) any future Rider Credits, and the CB will be permanently reset to zero, and
- (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries, and
- (v) the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive investment option will further limit the investment options available to the then current and less aggressive investment options.

If You decline any Annual Rider Fee increase, the WAB will not be increased on Rider Anniversaries.

- (B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25% percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. Your Annual Rider Fee may increase if You elect to change to an investment option with a more aggressive risk classification than Your current investment option and if the new investment option has a higher current Annual Rider Fee. The Annual Rider Fees associated with the available investment options may change at Our discretion, however these changes will not apply to this rider unless You change Your investment option to one with a more aggressive risk classification. The new fee will be in effect on the Valuation Date We receive Your Written Request to change Your investment option.

If the rider fee changes during a contract year, We will calculate an average rider charge, for that contract year only, that reflects the various different fees that were in effect that year, adjusted for the number of Days each fee was in effect.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, the rider will terminate.
2. Continuation of the contract under the Spouse's Option to Continue Contract provision will terminate the rider.
3. A change of ownership that would result in a different Covered Person will terminate the rider.
4. The rider will terminate on the Annuitization Start Date.

5. In relation to certain Annual Rider Fee increases as described in the Rider Charges provision, Your Written Request will terminate the rider.
6. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
7. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company



Secretary

2.

1.

Guaranteed Lifetime Withdrawal Benefit Rider [SecureSource Stages® 2] Rider

Covered Person

[John Doe] 4.

Rider Effective Date

4. [November 1, 2009]

Initial Annual Rider Fee

[1.10%] 5.

Maximum Annual Rider Fee

7. [2.00%]

Maximum BB, CB, WAB and PBG

[\$10,000,000] 9.

Waiting Period

[3 Years] 10.

Adjustment Threshold

11. [20%]

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

Age Bands*	Lifetime Payment Percentage*	
	Percentage A**	Percentage B**
[50-58] 14.	[4%] 15.	[3%] 16.
59-64	5%	4%
65-79	6%	5%
[80+]	[7%]	[6%]

* After the lifetime benefit is established, the Covered Person's Attained Age at the first Withdrawal will set the Age Band. See the "Age Band for the Lifetime Payment Percentage" section of the Lifetime Payment Percentage provision for exceptions.

** During the Waiting Period, Percentage B will be used. If a Withdrawal is taken in the Waiting Period, Percentage B will be used as long as rider benefits are payable. If no Withdrawal is taken in the Waiting Period, the first Withdrawal in any contract year after the Waiting Period will set the percentage as either Percentage A or Percentage B, and it will not change for the remainder of the contract year. See the "Percentage A and Percentage B" section of the Lifetime Payment Percentage provision.

Initial Investment Selection

[Moderate] 4.

Target Investment Option Classification

[Moderate] 17.

Number of Elective Investment Option Changes

[2] 18.

Permitted Per Contract Year

19.

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the [Portfolio Navigator asset allocation program]. The [Portfolio Navigator asset allocation program] contains several [RiverSource Variable Portfolio] fund of funds with investment asset mixes that range from conservative to aggressive. You may select from the following [RiverSource Variable Portfolio] funds: [Conservative Portfolio, Moderately Conservative Portfolio, Moderate Portfolio, Moderately Aggressive Portfolio and Aggressive Portfolio.] If you elect to change to a more aggressive fund, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of your rider.]



RiverSource Life Insurance Company [70100 Ameriprise Financial Center Minneapolis, MN 55474]

Non-Qualified Variable Annuity Application



Advisor Number
Owner's Social Security Number

Part 1 Ownership Information

Owner(s) (Required for all Ownership Types)

- Name all Owners or Authorized Signers.
- The first owner listed will be considered the taxpayer except for a Trust or Corporation, and except for UGMA/UTMA.

Owner or Authorized Signer (<i>Trustee/Custodian/Corporate Officer</i>) Name	Social Security Number
Birth Date (MMDDYYYY)	
Owner or Authorized Signer (<i>Trustee/Custodian/Corporate Officer</i>) Name	Social Security Number
Birth Date (MMDDYYYY)	
Owner or Authorized Signer (<i>Trustee/Custodian/Corporate Officer</i>) Name	Social Security Number
Birth Date (MMDDYYYY)	

Ownership Type (Can only choose one)

- Individual
- Revocable Trust - Trust documents must be attached.
- Also complete Part 3
- Irrevocable Trust - Trust documents must be attached.
- Also complete Part 3
- UGMA/UTMA - State Governing UGMA/UTMA
[- Also complete Part 4]
- Joint Tenants with Rights of Survivorship if married
- Tenants in Common if unmarried
- Corporate
- Also complete Part 3
- Required Documents:
 - Assigned Corporate Resolution, on letterhead or with a Corporate Seal, dated within 12 months, identifying authorized signers.
 - Government Issued Business License or Articles of Incorporation.

Sign on Pages [2, 6 and 7]
 For assistance - call [1 (800) 862-7919]

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Part 2 Annuitant Information (UGMA/UTMA Minor must be the Annuitant)

4.



• The annuitant and successor annuitant will default to the first owner listed unless otherwise indicated here.

NOTE: In order to receive favorable tax treatment, if the owner is a revocable trust, the grantor of the trust should be the annuitant. If there are joint grantors the joint grantor should be the joint annuitant.

Annuitant Name	Social Security Number
Birth Date (MMDDYYYY)	
Successor Annuitant Name	Social Security Number
Birth Date (MMDDYYYY)	

Part 3 Trust or Corporation Information

Trust or Corporation will be considered taxpayer unless EIN is not issued. Default will then be first annuitant listed.

Date of Trust (MMDDYYYY)	Trust/Corporation EIN
--------------------------	-----------------------

Name of Trust or Corporation		
Address		
City	State	ZIP code

Part 4 UGMA/UTMA Information

UGMA UTMA Relationship to Minor (UGMA/UTMA) _____

UGMA/UTMA Designation of Successor Custodian - To be completed only by Custodian. Must be witnessed by person other than Successor Custodian.

Successor Custodian Name	
Signature of Custodian	Date (MMDDYYYY)

X _____

Witness Name	
Signature of Witness	Date (MMDDYYYY)

X _____

6.



Part 5 Beneficiary Information

9.

Step children, Foster children, other Relatives, Trusts, Organizations, etc, are not included in Options A-D; to designate them complete "E" below.

Select one of the following:

A. Spouse if Living, if not, Living Lawful Children With Rights of Survivorship.

Beneficiary is (please insert Spouse's name):

Owner's spouse, if living, if not, the beneficiaries are the children legally born to, or legally adopted by, the owner and they will receive equal shares of the proceeds; provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be equally divided among the surviving children.

B. Spouse if Living, if not, Lawful Children With Rights of Survivorship per Stirpes.

Beneficiary is (please insert Spouse's name):

Owner's spouse, if living, if not, the children legally born to, or legally adopted by, the owner equally, the survivors equally, or the survivor; provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be paid to his or her children legally born to, or legally adopted by that deceased child, per stirpes.

C. Lawful Children With Rights of Survivorship.

Beneficiary is: The living lawful children of the owner and they will receive equal shares of the proceeds; provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be equally divided among the surviving children.

D. Lawful Children With Rights of Survivorship per Stirpes.

Beneficiary is: The children legally born to, or legally adopted by, the owner equally, provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be paid to his or her legally born to, or legally adopted by, children of that deceased child, per stirpes.

E. Other (Step children, Foster children, other Relatives, Trusts, Organizations, etc)

A. Primary Beneficiary (If additional space needed, please provide this information on a separate piece of paper signed and dated by the contract owner.)

Name	Date of Birth	Relationship to Annuitant	Social Security Number	%

B. Contingent Beneficiary (If additional space needed, please provide this information on a separate piece of paper signed and dated by the contract owner.)

Name	Date of Birth	Relationship to Annuitant	Social Security Number	%

Part 6 Existing Policy Information

10.

A. Complete this section if application is being signed in a National Association of Insurance Commissioners (NAIC) Replacement Model Regulation state:

Do you have any individual annuities or life insurance policies currently in force or applied for?

- Yes - Complete and submit applicable Replacement Form(s)
- No

10.

B. Complete this section for applications signed in all other states:

Will the annuity applied for replace or change payments of any existing annuity or insurance?

- Yes - Complete and submit applicable Replacement Form(s)
- No

6.



Part 7 Funding Information

4.

- Complete A, B or both as applicable.
- Only funding information provided in the application will be considered in determining the purchase payment band size. Insufficient funds will result in reissue to lower band and reversal of any purchase payment credits.

11.

12.

A. Total Purchase Payment(s) to be received within 90 days: Identify number of funding Sources:

\$

Methods of Funding

Check Attached Transfer/Redemption Paperwork Attached Advisor/Client Initiated Transfer Other - List Sources:

B. Ongoing Annual Installment Payment

\$

4.

Additional purchase payments may be restricted when a living benefit rider is selected.

Bank Authorization:

If no Existing BA attach applicable Form Form to follow
 Existing BA currently into Ameriprise account #
 Installment Amount By frequency: Start Date (MMDDYYYY)
 \$

Part 8 Select a Variable Annuity Product

14.

RAVA 5 AccessSM Variable Annuity - (No surrender charge; \$10,000 minimum)

RAVA 5 SelectSM Variable Annuity - (4-year surrender charge) - Choose a band level.

- Band 1: \$10,000 - \$249,999.99
- Band 2: \$250,000 - \$999,999.99
- Band 3: \$1 Million or more

13.

Current and retired employees and advisors of Ameriprise Financial, Inc., including the spouse or domestic partner.

RAVA 5 AdvantageSM Variable Annuity - Choose surrender charge and band level.

- Surrender:
- 7-year Band 1: \$2,000 - \$99,999.99
 - 10-year Band 2: \$100,000 - \$999,999.99
 - Band 3: \$1 Million or more

13.

Current and retired employees and advisors of Ameriprise Financial, Inc., including the spouse or domestic partner.

Part 9 Living Benefit Riders (Must Be Completed)

4.

- Living Benefit Riders require selection of the Portfolio Navigator Program.
- Available only if oldest owner and covered person are age 80 or younger.
- SecureSource Stages 2SM rider - Single Life benefit with joint owners: guaranteed lifetime income is not available after the death of either owner, even if the covered person is still living.

Must Choose One:

- No Living Benefit Rider.
- Guaranteed Minimum Accumulation Benefit Rider.
- Single Life Benefit SecureSource Stages 2SM Guaranteed Lifetime Withdrawal Benefit Rider.
- Joint Life Benefit SecureSource Stages 2SM Guaranteed Lifetime Withdrawal Benefit Rider. **Complete Required information below. Spouse name listed below must be designated sole primary beneficiary for Individual and Revocable Trust* ownerships:**

Spouse Name
 Gender Date of Birth (MMDDYYYY) Social Security Number

* The spouse can be sole primary beneficiary on the account or can be sole primary beneficiary of the trust.



Part 10 Death Benefit Riders (Optional)

4.

i In addition to standard contract death benefits, these optional Death Benefit riders are available.

Available only if oldest owner is age 75 or younger

May choose one:

- Maximum Five-Year Anniversary Value (MAV5)
- Maximum Anniversary Value (MAV)

May choose one:

- Enhanced Earnings (EEB)
- Enhanced Earnings Plus (EEP) -
(available only for replacement of Annuity or Life Insurance.)

14.

Available only if an owner is age 76 or older.

- Return of Purchase Payments (ROPP)

Part 11 Fund Allocation Options (Must select one)

- Portfolio Navigator Program **OR** Subaccount Fund Allocations
- (required with Living Benefit Rider selection)* *(% allocations must add up to exactly 100%)*

Part 12 Additional Requests (Optional)

4.

i Complete and Submit Applicable Forms for any Additional Request Options selected.

16.

- Special Dollar Cost Averaging (SDCA) DCA (12 months only, and not available with Portfolio Navigator)
- (Six months only)* Rebalancing (Not available with Portfolio Navigator)

Part 13 State Fraud and Disclosure Notices

17.

- **For applicants in Arkansas:** 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 there to commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
- **For applicants in Washington DC:** 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.

Part 14 Social Security or Taxpayer Identification Number (TIN) Certification

18.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
 - An individual who is a U.S. citizen or U.S. resident alien,
 - A Partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).

Form W-9 instructions are available upon request or on irs.gov.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

6.



Part 15 Agreements, Acknowledgements and Disclosures

• **Application Declaration:** I declare that each of the statements and answers given in this application are true and complete to the best of my knowledge and belief, and will form the basis of any annuity issued from this application. By signing this application and after reviewing each statement that pertains to my annuity, I acknowledge my understanding of the information.

• **Beneficiary Designation:** I agree to indemnify the company against and hold the company harmless from any and all claims arising from the beneficiary designation. I agree that the beneficiary designation selected shall be binding upon my heirs, legatees, executors, administrators, personal representatives, assigns, and beneficiaries.

19. I acknowledge receiving the Product Disclosure, Privacy Notice Form, the Military Disclosure Form, and the RiverSource® Annuities Product Comparison Disclosure Form ("Comparison Form") I understand, and have considered, among other factors, the relationship between surrender charges and mortality and expense fees, as explained in the Comparison Form, in my decision to purchase the variable annuity selected in this application.

20. I have not entered into, or made plans to enter into any agreement to sell or assign the ownership of, or a beneficial interest in, the applied for policy. In addition, in the past, I have not sold or transferred any annuity contract to a third party.

• **Prospectus: I have received the current prospectus for the variable annuity applied for.**

• Consent for Delivery of Initial Prospectuses on CD

21. **Yes - By checking this box, I acknowledge that I have received the initial product and fund prospectuses on computer readable compact disk (CD) and have chosen to do so, and that:**

- I understand that I have the right to receive the prospectuses in paper format, which has been offered to me.
- I have access to and understand how to use the hardware and software that are necessary to view the prospectuses (see CD label for operating requirements).
- I understand that, in order to retain paper copies of the prospectuses, I must either:
 - A. print the prospectuses found on the CD, incurring any printing costs myself; or
 - B. request the prospectuses in paper form free of charge by calling Customer Service toll-free at

1. (800) 333-3437

- I understand that all future prospectus updates and supplements will be provided to me in paper form unless I sign up for online document delivery on the My Financial Accounts website at ameriprise.com.
- I understand that if I enroll in the Portfolio Navigator Program and I have checked the box above, I am also acknowledging that I have chosen to receive the initial investment Advisor Disclosure Document and the Investment Advisory Agreement ("Advisory Documents") together with the initial product and fund prospectuses on CD, and that I have all the same rights and make all the same acknowledgments as reflected above with respect to the Advisory Documents.

19. I have reviewed the subaccount options that I selected on the Subaccount Fund Allocations form with my Financial Advisor.

• **I understand that earnings and values, when based on the investment experience of a variable fund, portfolio, account or subaccount, are not guaranteed and may increase or decrease.**

22. • **For Guarantee Period Accounts Only:** Amounts payable under the contract are subject to market value adjustments prior to the dates specified in the contract.

18. **The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Part 16 Signatures, State and Signed Date

Owner's/Authorized Signer Name

Owner's/Authorized Signer Signature

State Application Signed In

Date (MMDDYYYY)

Owner's/Authorized Signer Name

Owner's/Authorized Signer Signature

Date (MMDDYYYY)

Annuitant's Name

Signature of Annuitant

Date (MMDDYYYY)



Part 17 Advisor Report

Send contract to: Owner Advisor (if neither is chosen, contract will be sent to Owner.)

Declaration and Signature:

I certify that I personally solicited this application. The application and this report are complete and accurate to the best of my knowledge and the information provided regarding replacement of existing insurance and annuities is true and accurate.

Compensation:

For RAVA 5 *Select*SM Variable Annuity and RAVA 5 *Advantage*SM Variable Annuity products only, choose compensation. If no option is chosen, compensation will default to Up-front compensation. Once chosen and submitted to the corporate office, the compensation choice may not be changed.

Up-front compensation Level compensation

Recommending Advisor Information

Is this transaction based on a recommendation by an Ameriprise Financial Advisor? Yes No



If yes, provide the Recommending Advisor Name and ID# below, if different than Servicing Advisor.

Name

Advisor ID



It is assumed the Recommending Advisor and Servicing Advisor are the same, if the Recommending Advisor is not identified.

Servicing Advisor Information

Name

Servicing Advisor ID

Servicing Advisor Signature

Date (MMDDYYYY)

X

Team ID

Comp %

Phone

Ext

Area Office Number

Co-Advisor Information

Name

Co-Advisor ID

Co-Servicing Advisor Signature

Date (MMDDYYYY)

X

Team ID

Comp %

Phone

Ext

Area Office Number

23.

6.



1.

RiverSource Life Insurance Company 70100 Ameriprise Financial Center Minneapolis, MN 55474

2.

Qualified Variable Annuity Application

27.

IRA, 403(b) and 401(a) plans



3.

Advisor Number
 Owner's Social Security Number

Part 1 Ownership Information

4.

Owner (Annuitant is the same as Owner except for 401(a) plans):

Owner's Name	Social Security Number
Birth Date (MMDDYYYY)	
401(a) Plan Annuitant's Name	Social Security Number
Birth Date (MMDDYYYY)	

Part 2 Beneficiary Information

9.

- Step children, Foster children, other Relatives, Trusts, Organizations, etc, are not included in Options A-D; to designate them complete "E" below.
- For 401(a) plans, the Plan Sponsor and/or Trustee maintain the underlying beneficiary designations for plan participants (Do not submit a designation).

Select one of the following.

A. Spouse if Living, if not, Lawful Children With Rights of Survivorship.

Beneficiary is (please insert Spouse's name):

Owner's spouse, if living, if not, the beneficiaries are the children legally born to, or legally adopted by, the owner and they will receive equal shares of the proceeds; provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be equally divided among the surviving children.

B. Spouse if Living, if not, Lawful Children With Rights of Survivorship per Stirpes.

Beneficiary is (please insert Spouse's name):

Owner's spouse, if living, if not, the children legally born to, or legally adopted by, the owner equally, the survivors equally, or the survivor; provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be paid to his or her children legally born to, or legally adopted by that deceased child, per stirpes.

C. Lawful Children With Rights of Survivorship.

Beneficiary is: The living lawful children of the owner and they will receive equal shares of the proceeds; provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be equally divided among the surviving children.

D. Lawful Children With Rights of Survivorship per Stirpes.

Beneficiary is: The children legally born to, or legally adopted by, the owner equally, provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be paid to his or her legally born to, or legally adopted by, children of that deceased child, per stirpes.

Beneficiary Information continued on next page..

5.

7.

1.



- Sign on Pages [7, 8]
- For assistance - call [1 (800) 862-7919]

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6.



Beneficiary Information continued

E. Other (Step children, Foster children, other Relatives, Trusts, Organizations, etc)

A. Primary Beneficiary (If additional space needed, please provide this information on a separate piece of paper signed and dated by the contract owner.)

Name	Date of Birth	Relationship to Annuitant	Social Security Number	%

B. Contingent Beneficiary (If additional space needed, please provide this information on a separate piece of paper signed and dated by the contract owner.)

Name	Date of Birth	Relationship to Annuitant	Social Security Number	%

Part 3 Existing Policy Information

A. Complete this section if application is being signed in a National Association of Insurance Commissioners (NAIC) Replacement Model Regulation state:

Do you have any individual annuities or life insurance policies currently in force or applied for?

- Yes - Complete and submit applicable Replacement Form(s)
- No

B. Complete this section for applications signed in all other states:

Will the annuity applied for replace or change payments of any existing annuity or insurance?

- Yes - Complete and submit applicable Replacement Form(s)
- No

Part 4 Type of Qualified Plan (Choose only one option under IRA (4A) or 403(b)/401(a) plans (4B))

A. IRA (Plan Sponsor information in Part 5 is required to establish SEP IRA or SIMPLE IRA.)

Type of IRA Establishing:

- Traditional IRA
- Roth Contributory IRA
- Roth Conversion IRA
- Rollover IRA

Inherited IRA: • For use with transfers after death only.
• *SecureSource Stages 2SM* rider not available.

- Inherited Traditional IRA
- Inherited Roth Contributory IRA
- Inherited Roth Conversion IRA

As beneficiary of: (Name of deceased)

- SEP IRA Participation Date (MMDDYYYY)
- SIMPLE IRA Participation Date (MMDDYYYY)

The Internal Revenue Service requires Ameriprise Financial Services, Inc. to report SEP and Simple IRA plan contributions for the calendar year in which they are received.

For SEP IRA and SIMPLE IRA, complete this section.

- I am an employee of the employer sponsoring the SEP or SIMPLE plan. (n); or
- I am the sponsor of the plan. The Plan Adoption Agreement is with Ameriprise Trust Company (ATC) (y); or
- I am the sponsor of the plan. The Plan Adoption Agreement is with another financial institution (o).

Type of Qualified Plan continued on next page..



Type of Qualified Plan continued

IRA Funding Information

4.



- **Complete A, B or both as applicable.**
- Only funding information provided in the application will be considered in determining the purchase payment band size. Insufficient funds will result in reissue to lower band and reversal of any purchase payment credits.

11.

12.

A. Total Purchase Payment(s) to be received within 90 days: Identify number of funding sources:

\$ _____

Method of Funding:

- Check Attached Transfer/Redemption Paperwork Attached Advisor/Client Initiated Transfer Other - List Sources: _____

IRA Contribution Type:

- Current Year \$ _____ Transfer \$ _____ Recharacterization \$ _____
 Prior Year \$ _____ Rollover \$ _____ Conversion \$ _____

26.

B. Ongoing Installment Payment:

\$ _____

Select either Bank Authorization OR Group Bill. (Additional purchase payments may be restricted when a living benefit rider is selected.)

Bank Authorization:

- If no existing BA attach applicable Form Form to follow
 Existing BA currently into Ameriprise account # _____
Installment Amount Frequency Start Date (MMDDYYYY)
\$ _____

IRA contributions in months Jan. 1 - April 15 as

- Current Year or Prior Year
\$ _____

Group Bill:

- If no existing Group Bill for employer, attach applicable Form for SEP or SIMPLE or
 Form to follow
 If existing Group Bill, provide # _____

4.

4.

B. 403(b) and 401(a) plans (Plan Sponsor in Part 5 is required to establish 403(b) or 401(a) plans.)

27.

- Tax-Sheltered Annuity (TSA) - Select Type of 403(b) Employer
 Public schools and universities 501(c)(3) Nonprofit

IRC Section 401(a) Plan - Select Type of Plan:

Ameriprise Trust Company (ATC) as custodian.
Note: *Living Benefit Riders and Portfolio Navigator not available.*

25.

- Profit Sharing (05) Money Purchase (06)
Pension Group Number

Type of Qualified Plan continued on next page..



Type of Qualified Plan continued

403(b) and 401(a) plans Funding Information

4.

- Complete A, B or both as applicable.
- Only funding information provided in the application will be considered in determining the purchase payment band size. Insufficient funds will result in reissue to lower band and reversal of any purchase payment credits.

11.

12.

A. Total Purchase Payment(s) to be received within 90 days: Identify number of funding sources:

\$ [] []

Method of Funding:

- Check Attached
- Transfer/Redemption Paperwork Attached
- Advisor/Client Initiated Transfer
- Other - List Sources: []

Contribution Type:

26.

- Current Year \$ []
- Transfer \$ []
- Rollover \$ []

B. Ongoing Installment Payment

\$ []

4.

Additional purchase payments may be restricted when a living benefit rider is selected.

Group Bill

- If no existing Group Bill for employer, attach applicable Form or Form to follow
- If existing Group Bill, provide # []

4.

Part 5 Plan Sponsor Information (Required for SEP IRA, Simple IRA, 403(b) and 401(a))

24.

Name of Plan Sponsor associated with the retirement account: [] Company EIN []

Address []

City [] State [] ZIP code []

Part 6 Select a Variable Annuity Product

14.

RAVA 5 AccessSM Variable Annuity - (No surrender charge; \$2,000 minimum)

RAVA 5 SelectSM Variable Annuity - (4-year surrender charge) - Choose a band level.

- Band 1: \$2,000 - \$249,999.99
- Band 2: \$250,000 - \$999,999.99
- Band 3: \$1 Million or more
- Current and retired employees and advisors of Ameriprise Financial, Inc., including the spouse or domestic partner.

13.

RAVA 5 AdvantageSM Variable Annuity - Choose surrender charge and band level.

- Surrender:
- 7-year
 - 10-year
 - Band 1: \$1,000 - \$99,999.99
 - Band 2: \$100,000 - \$999,999.99
 - Band 3: \$1 Million or more
 - Current and retired employees and advisors of Ameriprise Financial, Inc., including the spouse or domestic partner.

13.

6.



Part 7 Living Benefit Riders (Must Be Completed)

- 4. **i**
 - TSA loans are not available if a living benefit is selected.
 - Living Benefit Riders require selection of the **Portfolio Navigator Program**.
 - Available only if oldest owner and covered person are age 80 or younger.
 - SecureSource Stages 2SM* rider - Single Life benefit with joint owners: guaranteed lifetime income is not available after the death of either owner, even if the covered person is still living.

Must Choose One:

- No Living Benefit Rider
- Guaranteed Minimum Accumulation Benefit Rider.
- Single Life Benefit *SecureSource Stages 2SM* Guaranteed Lifetime Withdrawal Benefit Rider .
- Joint Life Benefit *SecureSource Stages 2SM* Guaranteed Lifetime Withdrawal Benefit Rider. **Complete required information below. Spouse name listed below must be the designated sole primary beneficiary:**

Spouse Name

Gender Date of Birth (MMDDYYYY) Social Security Number

Part 8 Death Benefit Riders (Optional)

i In addition to standard contract death benefits, these optional Death Benefit riders are available.

Available only if oldest owner is age 75 or younger

May choose one:

- Maximum Five-Year Anniversary Value (MAV5)
- Maximum Anniversary Value (MAV)

May choose one:

- Enhanced Earnings Benefit (EEB)
- Enhanced Earnings Plus (EEP) - *(available only for replacement of Annuity or Life Insurance.)*

Available only if an owner is age 76 or older.

- Return of Purchase Payments (ROPP)

Part 9 Fund Allocation Options (Must select one)

- Portfolio Navigator Program** (required with Living Benefit Rider selection) OR **Subaccount Fund Allocations** (% allocations must add up to exactly 100%)

Part 10 Additional Request(s) (Optional)

i Complete and Submit Applicable Forms for any Additional Request Options selected.

- Special Dollar Cost Averaging (SDCA) (Six months only)
- DCA (12 months only, andnot available with Portfolio Navigator)
- Rebalancing (Not available with Portfolio Navigator)

Part 11 State Fraud and Disclosure Notices

- For applicants in Arkansas:** 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 applicants in New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties
- For applicants in Washington DC:** 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.



Part 12 Social Security or Taxpayer Identification Number (TIN) Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Form W-9 instructions are available upon request or on irs.gov.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Part 13 Agreements, Acknowledgements and Disclosures

IRAs, TSAs, and Tax Qualified (IRC Section 401) Plans:

- I understand that an annuity generally has a tax deferral feature provided by the Internal Revenue Code. However, I further understand that if I purchase an annuity to fund a retirement plan that is already tax-deferred, any tax deferral benefits will be provided by the retirement plan and that my annuity will not provide any necessary or additional tax-deferral benefits
- If I am provided information about specific investment alternatives, I understand and acknowledge that other investment alternatives having similar risk and return characteristics may be available.
- I further acknowledge that RiverSource Life Insurance Company assumes no responsibility for any tax consequences and/or penalties that may result from my contributions to or distributions from this annuity or that may result from any related transaction or conversion.

- **IRA Applicants Only:** I acknowledge receiving a copy of ["Your Guide to IRAs"] and understand its contents.
- **Qualified Plans (401 (a)) only:** I understand that neither Ameriprise Financial Services, Inc, nor my Ameriprise financial advisor, is acting as a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or the Internal Revenue Code (IRC) regarding services provided. For purposes of ERISA and the IRC, Ameriprise Financial and my Ameriprise financial advisor are not providing services that may be relied upon as the primary basis for my investment decisions regarding this retirement account. I acknowledge receiving the Custody Agreement or the Ameriprise Financial Services, Inc. Qualified Plan Investment Provider Agreement and the information contained in it. I have read it, and with full knowledge of the information contained in it, I agree to abide by its terms and conditions.

- I have reviewed the fee and charges associated with my annuity and I am willing to incur the costs in order to receive the following benefits:

REQUIRED: check all that apply to your particular situation:

- | | | |
|--|--|---|
| <input type="checkbox"/> Death benefit guarantees | <input type="checkbox"/> Availability of transfers between fund families without cost | <input type="checkbox"/> Access to asset rebalancing without cost |
| <input type="checkbox"/> Access to enhanced death benefits | <input type="checkbox"/> Access to dollar-cost-averaging without cost | <input type="checkbox"/> Guaranteed interest rates |
| <input type="checkbox"/> Access to enhanced living benefits | <input type="checkbox"/> Guaranteed lifetime income payout rates | <input type="checkbox"/> Access to multi-year interest rate guarantees |
| <input type="checkbox"/> Access to purchase payment credits | <input type="checkbox"/> Availability of subaccount transactions without cost | <input type="checkbox"/> Access to multiple investment managers |
| <input type="checkbox"/> Availability of surrender charge waivers for nursing home confinement, hospitalization and terminal illness | <input type="checkbox"/> Avoiding the cost and delays of probate and estate settlement | <input type="checkbox"/> Availability of settlement options for retirement income or to simplify tax-qualified required minimum distributions |

Agreements, Acknowledgements and Disclosures continued on next page.



Agreements, Acknowledgements and Disclosures continued

Application Declaration: I declare that each of the statements and answers given in this application are true and complete to the best of my knowledge and belief, and will form the basis of any annuity issued from this application. By signing this application and after reviewing each statement that pertains to my annuity, I acknowledge my understanding of the information.

19.

I acknowledge receiving the Product Disclosure, Privacy Notice Form, the Military Disclosure Form, and the RiverSource® Annuities Product Comparison Disclosure Form ("Comparison Form"). I understand, and have considered, among other factors, the relationship between surrender charges and mortality and expense fees, as explained in the Comparison Form, in my decision to purchase the variable annuity product selected in this application.

20.

I have not entered into, or made plans to enter into any agreement to sell or assign the ownership of, or a beneficial interest in, the applied for policy. In addition, in the past, I have not sold or transferred any annuity contract to a third party.

Beneficiary Designation: I agree to indemnify the company against and hold the company harmless from any and all claims arising from the beneficiary designation. I agree that the beneficiary designation selected shall be binding upon my heirs, legatees, executors, administrators, personal representatives, assigns, and beneficiaries.

Prospectus: I have received the current prospectus for the variable annuity applied for.

Consent for Delivery of Initial Prospectuses on CD

Yes - By checking this box, I acknowledge that I have received the initial product and fund prospectuses on computer readable compact disk (CD) and have chosen to do so, and that:

- I understand that I have the right to receive the prospectuses in paper format, which has been offered to me.
I have access to and understand how to use the hardware and software that are necessary to view the prospectuses (see CD label for operating requirements).
I understand that, in order to retain paper copies of the prospectuses, I must either:
A. print the prospectuses found on the CD, incurring any printing costs myself; or
B. request the prospectuses in paper form free of charge by calling Customer Service toll-free at 1 (800) 333-3437.

21.

1.

- I understand that all future prospectus updates and supplements will be provided to me in paper form unless I sign up for online document delivery on the My Financial Accounts website at ameriprise.com.
I understand that if I enroll in the Portfolio Navigator Program and I have checked the box above, I am also acknowledging that I have chosen to receive the initial investment Advisor Disclosure Document and the Investment Advisory Agreement ("Advisory Documents") together with the initial product and fund prospectuses on CD, and that I have all the same rights and make all the same acknowledgments as reflected above with respect to the Advisory Documents.

19.

I have reviewed the subaccount options that I selected on the Subaccount Funds Allocations form with my Financial Advisor.

I understand that earnings and values, when based on the investment experience of a variable fund, portfolio, account or subaccount, are not guaranteed and may increase or decrease.

22.

For Guarantee Period Accounts Only: Amounts payable under the contract are subject to market value adjustments prior to the dates specified in the contract.

18.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Part 14 Signatures, State and Signed Date

Owner's/Plan Administrator Name

Owner's/Plan Administrator Signature

State Application Signed In

Date (MMDDYYYY)

Owner's/Plan Administrator Name

Owner's/Plan Administrator Signature

Date (MMDDYYYY)

401(a) Plan Annuitant's Name

Signature of 401(a) Plan Annuitant

Date (MMDDYYYY)

6.



Part 15 Advisor Report

23.

Send contract to: Owner Advisor (if neither is chosen, contract will be sent to Owner.)

Declaration and Signature:

I certify that I personally solicited this application. The application and this report are complete and accurate to the best of my knowledge and the information provided regarding replacement of existing insurance and annuities is true and accurate.

Advisor Certification (Required):

- 1. Is this account associated with any employee benefit plan that is subject to ERISA*? Yes No
- 2. Are you, or is any covered member of your family**, a plan fiduciary who has exercised any control or authority over the establishment or investment of this account?*** Yes No

Processing note: Enter compensation code 01 if both questions answered "YES."

*This term includes any tax-qualified, employer-sponsored retirement or "pension" plan (such as a 401(k), SIMPLE 401(k), profit sharing, stock bonus, money purchase, target benefit, ESOP, cash balance or traditional defined benefit plan) or any employee welfare benefit plan (such as a group health plan), to the extent the plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA).

** Covered family members include, as applicable, the advisor's spouse, mother, father, grandmother, grandfather, great-grandmother, great-grandfather, as well as the advisor's lineal descendants (son, daughter, grandson, granddaughter, great-grandson and great-granddaughter) and any spouse of a lineal descendant. Brothers and sisters are not in scope for this rule.

*** If the advisor of record shares compensation with team members (including through use of a Team ID), then this question must also be answered "YES" if any person under the Team ID - or a covered family member of any person under the Team ID - is a fiduciary who has exercised control or authority over the establishment or investment of the account.

Compensation:

For RAVA 5 SelectSM Variable Annuity and RAVA 5 AdvantageSM Variable Annuity products only, choose compensation. If no option is chosen, compensation will default to Up-front compensation. Once chosen and submitted to the corporate office, the compensation choice may not be changed.

- Up-front compensation
- Level compensation

Recommending Advisor Information

Is this transaction based on a recommendation by an Ameriprise Financial Advisor? Yes No



If yes, provide the Recommending Advisor Name and ID# below, if different than Servicing Advisor.

Name	Advisor ID
<input type="text"/>	<input type="text"/>



It is assumed that Recommending Advisor and Servicing Advisor are the same, if the Recommending Advisor is not identified.

Servicing Advisor Information

Name				Servicing Advisor ID
<input type="text"/>				<input type="text"/>
Servicing Advisor Signature				Date (MMDDYYYY)
<input type="text"/>				<input type="text"/>
Team ID	Comp %	Phone	Ext	Area Office Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Co-Advisor Information

Name				Co-Advisor ID
<input type="text"/>				<input type="text"/>
Co-Servicing Advisor Signature				Date (MMDDYYYY)
<input type="text"/>				<input type="text"/>
Team ID	Comp %	Phone	Ext	Area Office Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

6.

SERFF Tracking Number: AEMN-126383983 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 44231
 Company Tracking Number: 411295AR
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity
 Project Name/Number: RAVA 5 Full Filing/411295

Supporting Document Schedules

Item Status: **Status**
Date:

Bypassed - Item: Flesch Certification
Bypass Reason: These variable forms are subject to federal jurisdiction, and accordingly the Flesch requirements do not apply.

Comments:

Item Status: **Status**
Date:

Satisfied - Item: Application

Comments:

The applications have been attached in the Forms Tab.

Item Status: **Status**
Date:

Satisfied - Item: Statements of Variabilities

Comments:

See attached Statements of Variability for:

411295

411295-DPRS5

411291, DP411291

411296-JT, 411296-SG, and Datapages

131197, 131198

Attachments:

Statement of Variability 411295.pdf

Statement of Variability 411295-DPRS5.pdf

Statement of Variability-Forms 411291, DP411291.pdf

Statement of Variability-Forms 411296JT, 411296-SG, DPs.pdf

Statement of Variability 131197 and 131198.pdf

Item Status: **Status**
Date:

SERFF Tracking Number: AEMN-126383983 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 44231
 Company Tracking Number: 411295AR
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity
 Project Name/Number: RAVA 5 Full Filing/411295

Satisfied - Item: Forms List

Comments:

This forms list encompasses all forms being filed in this filing and in two other filings so that you can see the whole picture. However the forms relevant to this filing are highlighted.

Corresponding Filings Submitted at this time:

- AEMN-126383983 (411295AR)
- AEMN-126405659 (411295AR65)
- AEMN-126405718 (411295AR76)

Attachment:

AR Forms List 411295AR.pdf

Item Status: **Status**
Date:

Satisfied - Item: Red-line Changes Comparison

Comments:

To aid your review, we've attached comparisons of the submitted forms with previously approved or pending similar forms.
 The comparisons do not contain any state-specific changes, but the same changes apply to all state specific versions of the forms.

Attachments:

- 411295 contract compared to 411265.pdf
- 411295-DPRS5 compared to 411265-DPIN10.pdf
- 411291 MAV5 Rider compared to 411278 MAV rider.pdf
- DP411291 for MAV5 Rider compared to DP411278 for MAV rider.pdf
- 411296-JT rider compared to 411284-JT.pdf
- DP411296-JT insert page compared to DP411284-JT.pdf
- 411296-SG rider compared to 411284-SG.pdf
- DP411296-SG insert page compared to DP411284-SG.pdf
- 411297 NQ most states changes.pdf
- 411298 TQ most states changes.pdf

Item Status: **Status**
Date:

Satisfied - Item: Certifications

SERFF Tracking Number: AEMN-126383983 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 44231
Company Tracking Number: 411295AR
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity
Project Name/Number: RAVA 5 Full Filing/411295

Comments:

Certification and Cert of Compliance

Attachments:

AR Certification 411295AR.pdf

AR Cert of Compliance Reg 33 411295AR.pdf

Item Status:

Status

Date:

Satisfied - Item: Consumer Information Notice

Comments:

Guaranty Assn Notice and Consumer Information Notice

Attachments:

AR Guaranty Assn Notice.pdf

AR Consumer Info Notice.pdf

RiverSource Life Insurance Company
Statement of Variability
November 17, 2009

Variable Material for Forms 411295, and state variations thereof, Deferred Annuity Contracts

The forms are designed for use with different variable annuity products and/or different distributors. Below is a description of the bracketed items. The Company also plans to vary the typestyle, paper, weight and ink color to accommodate future generations of this form. However, any adaptation the Company makes will not involve changes to the text without prior approval and will always meet or exceed the requirements of your state.

1. RiverSource Life Address, Service Phone, Logo

The current address, 70100 Ameriprise Financial Center is used for the advisor channel. When issued in the bank and broker dealer channel, a different administrative office is used, 829 Ameriprise Financial Center. The phone number will change when used in the bank and broker dealer channel. The logo design may change over time, however it will not vary by channel.

2. Lower right corner internal administrative information

The version print date will be changed if any future changes are made to items bracketed as variable. The date range will use 1-12 for the months and the year, from 2009 to future years.

3. Officer Signatures

The signatures will change if officers change.

4. Free Look provision

The language will vary to comply with your state's replacement regulations, if any, or if such regulations are adopted or changed. In those instances, our automated policy generation system will replace the provision with the appropriate language.

RiverSource Life Insurance Company
Statement of Variability
November 17, 2009

Variable Material for Form 411295-DPRS5 and state variations thereof, Contract Data for RAVA 5 Select

The form is designed for use with different variable annuity products and/or different distributors. Below is a description of the bracketed items. The Company also plans to vary the typestyle, paper, weight and ink color to accommodate future generations of this form. However, any adaptation the Company makes will not involve changes to the text without prior approval and will always meet or exceed the requirements of the laws of your state.

1. The marketing name is bracketed to indicate that it may change.
2. John Doe' customer information is bracketed. John Doe items will change for any contract based on the owner's selection at time of application, the information printed is fixed at contract issue for the life of the contract unless the nature and parameters of a change are expressed in the contract.
3. Name of state where contract is delivered.
4. State insurance department phone number where contract is delivered.
5. Contract Type shows tax qualification information such as Non-qualified, Tax qualified (TSA), 401a, IRA types, etc.

	Current value	Range of possible values	When it might change for new issues
6. Maximum Purchase Payments Permitted, first tier Age	86	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
7. Maximum Purchase Payments Permitted, upper limit second tier Age	91	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
8. Maximum Purchase Payments Permitted, lower limit second tier Age	86	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
9. Maximum Purchase Payments Permitted, upper limit Age	91	71-101	Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often.
10. Maximum Purchase Payments Permitted, 1st Contract Year and Total, Maximum Amount	\$1,000,000	\$500,000 - \$5,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
11. Maximum Purchase Payments Permitted, 1st Contract Year and Total, second tier Maximum Amount	\$100,000	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.

	Current value	Range of possible values	When it might change for new issues
12. Maximum Purchase Payments Permitted, 1st Contract Year and Total, upper limit Maximum Amount	\$0	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
13. Maximum Purchase Payments Permitted, Each Contract Year thereafter, Maximum Amount	\$100,000	\$10,000 - \$5,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however, higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
14. Maximum Purchase Payments Permitted, Each Contract Year thereafter, second tier Maximum Amount	\$50,000	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
15. Maximum Purchase Payments Permitted, Each Contract Year thereafter, upper limit Maximum Amount	\$0	\$0 - \$1,000,000	Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis.
16. Minimum Additional Purchase Payment	\$100	\$10 - \$1,000	Based on the economic environment, product design and changes in processing costs. Will not change often.
17. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account	\$1,000	\$10 - \$10,000	Based on the economic environment, product design, and changes in processing costs. Will not change often.
18. MVA Risk Factor	0.001	0 – 0.0025	Based on the economic environment. Will not change often.
19. CV Waiver Percentage	10%	5% - 20%	Based on the competitive or economic environment and product design. Will not change often.
20. Hospitalization/Nursing Home Waiver Benefit Age	75	70-100	Based on the competitive or economic environment and changes in utilization of the waiver. Will not change often.
21. TI Waiver Benefit Age	75	70-100	Based on the competitive or economic environment, changes in utilization of the waiver, the death benefits available, and experienced mortality. Will not change often.
22. ROPP Benefit Age	75	70-100	Based on the competitive or economic environment, changes in utilization of the ROPP, the death benefits available, and experienced mortality. Will not change often.
23. Annual Variable Account Administrative Charge	0%	0% - 0.50%	Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often.

	Current value	Range of possible values	When it might change for new issues
24. Contract Administrative Charge Initial Annual Charge	\$30	\$0 - \$50	Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining contract records. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis.
25. Contract Administrative Charge required amount for reduced charge	\$50,000	\$0 - \$100,000	Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining contract records. Will not change often.
26. Contract Administrative Charge reduced Initial Annual Charge	\$0	\$0 - \$20	Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining contract records. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis.
27. Regular Fixed Account Purchase Payment and Transfer Limits, Payments to the Regular Fixed Account limit	100%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
28. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers to the Regular Fixed Account limit	100%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
29. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account dollar amount limit	\$10,000	\$100 - \$100,000	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.
30. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account percentage limit	30%	5% - 100%	Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis.

31. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account section. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.
32. Guarantee Period Accounts phrase. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.
33. Fixed Account options "Special DCA 12 Mo Fixed Account - V" and "Special DCA 6 Mo Fixed Account - V" are bracketed to indicate that we could change the periods available. For example, if we no longer offer a 12 month option, that bracketed item would be deleted, or if we may want to add a 3 month option. There will always be at least one option available, and periods would not be longer than 24 months. Any such change to this form will be applicable to all new issues of the contract.
34. Guarantee Period Accounts – durations offered may change over time. Also, this section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

35. Variable account fund names – funds offered may change over time.
36. The first page number will be 3.0 and subsequent page numbers will be 3.1, 3.2, 3.3 and so on, until the last page of the form. The number of pages will vary based on the insertion of optional death benefit rider and living benefit rider data page forms, as elected by the applicant. (The optional death benefit rider and living benefit rider data page forms are separate forms being submitted for approval.)
37. The version letter/print date will be changed if any future changes are made to items bracketed as variable. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 1-12 for the months and the year, from 2009 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.
38. The Asset Allocation Program model selected by the applicant will print.
39. Portfolio Navigator Asset Allocation Program model information will only print if owner participates in the asset allocation program.
40. Fixed Account Minimum Interest Rate: We initially intend to issue this annuity in your state with a 1.5% GMIR for 2009 issues. For 2010 and later years, we may change the GMIR within a range of 1% to 3% for new issues of this annuity in accordance with the Standard Nonforfeiture Law in your state. The rate will either be a single percentage or a certain percentage for a specified number years and a different percentage thereafter. Refer to the actuarial memorandum submitted with this filing for additional information.
41. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.
42. MVA Risk Factor. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.
43. Mortality and Expense Risk Charge – may change depending upon customer elections of optional death benefit riders:

Current Base M&E Charges	Range of possible values	When it might change for new issues
1.20%	0.50% - 2.00%	Based on the competitive or economic environment, product design, or changes in the mortality and expense risks. Will not change often.

Rider	Incremental Rider M&E Charges Added to Base M&E Charge if Rider Elected	Range of possible values	When it might change for new issues
411277 ROPP Death Benefit Rider (Only offered at older ages when the ROPP Benefit Age for currently issued product is less than 100.)	.20%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.
411278 MAV Death Benefit Rider	.25%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.

Rider	Incremental Rider M&E Charges Added to Base M&E Charge if Rider Elected	Range of possible values	When it might change for new issues
411279 Accumulation Death Benefit Rider	.40%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.
411280 Enhanced Death Benefit Rider	.45%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.
411291 MAV5 Death Benefit Rider	.10%	0.05% - 1.00%	Based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner. Will not change often.

The entire section is bracketed to indicate that the rider fees may change to Annual Rider Fees rather than added to the base M&E charge. If that occurs, the available riders would be replaced and there would only be a single percentage in the brackets that would vary in the same range as for the base M&E charges above.

44. Regular Fixed Account Purchase Payment and Transfer Limits statement regarding dollar cost averaging exceptions. This section is bracketed to indicate that if the product design changes such that the exception no longer applies, the information contained in the brackets will be deleted for new issues.

RiverSource Life Insurance Company
Statement of Variability
November 17, 2009

Rider Forms	411291 and state variations thereof
Specification Page Paragraph Insert Forms	DP411291 and state variations thereof

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

Rider Form:

1. The officer signature is bracketed to indicate that the name may change.
2. The bottom right corners are bracketed for use for internal administrative information. The version print date will be changed if any future changes are made to items bracketed as variable. The date range will also use 1-12 for the months and the year, from 2009 to future years.

Specification Page Form DP411291: One of these forms will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner of the Contract Data page.

3. The rider effective date will print.

	Current value	Range of possible values	When it might change for new issues
4. 5-Year MAV Benefit Age	75	65-100	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often
5. 5-Year Maximum MAV Date	Your 81st birthday	Your 70th birthday to Your 100th birthday	Based on the competitive or economic environment, product design, and experienced mortality. Will not change often

RiverSource Life Insurance Company
Statement of Variability
December 2, 2009

Rider Forms	411296-SG, 411296-JT and state variations thereof
Specification Page Paragraph Insert Forms	DP411296-SG, DP411296-JT and state variations thereof

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

Rider Forms:

1. The rider marketing name is bracketed to indicate that the name may change.
2. The officer signature is bracketed to indicate that the name may change.
3. The bottom right corners are bracketed for use for internal administrative information. The version letter/print date will be changed if any future changes are made to items bracketed as variable. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 1-12 for the months and the year, from 2009 to future years.

Specification Page Forms DP411296-SG and DP411296-JT: One of these forms will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change based on the competitive or economic environment, product design, and mortality experience. Multiple values within the stated range may be in effect for new issues at the same time depending on variables such as the distributor and its corresponding design and pricing. When that situation occurs the different values will be identified by an internal administrative code in the lower right corner of the Contract Data page. The rider marketing name is bracketed to indicate that the name may change.

4. 'John Doe' customer information is bracketed. John Doe items will change for any contract based on the owner's selection at time of application, the information printed is fixed at contract issue for the life of the contract unless the nature and parameters of a change are expressed in the rider.

	Current value	Range of possible values
5. Initial Annual Rider Fee - Single Life	1.10%	.10%-3.50%
6. Initial Annual Rider Fee - Joint Life	1.35%	.10%-3.50%
7. Maximum Annual Rider Fee -Single Life	2.00%	.10%-3.50%
8. Maximum Annual Rider Fee -Joint Life	2.50%	.10%-3.50%
9. Maximum BB, CB, WAB and PBG	\$10,000,000	\$1,000,000 - \$20,000,000
10. Waiting Period	3 years	0 – 10 years
11. Adjustment Threshold	20%	5% - 90%
12. Rider Credit Date	1 st through 10 th rider anniversaries	Any dates or combination of dates between the first and 15th Rider Anniversary
13. Rider Credit Percentage	8% year 1, 6% years 2-10	1% to 50%

	Current value	Range of possible values
14. Age Bands	Four bands ranging from 50-80	1 to 6 bands ranging from 45 – 85
15. Percentage A	4% - 7%	3%-15%
16. Percentage B	3% - 6%	3%-15%
17. Target Investment Option	Moderate Model	Any available investment option that the company offers ranging from conservative to aggressive.
18. Number of Investment Option Changes Allowed Per Contract Year	2	1-5

19. "Specified Investment Options/Allocation Restrictions and Limitations" paragraph is bracketed to indicate that (1) if the restriction does not apply, this paragraph will not appear on the specification page form or (2) if additional investment options are available such as indicated in paragraph (A) below, or if alternative investment options are available as indicated in Paragraph (B) below, one of the paragraphs shown below will appear in place of the paragraph shown on the form. Within the paragraph, the marketing name for the asset allocation program, and the fund of fund names may change. The model and portfolio names are bracketed to allow us to change the available models/portfolios for new issues. For example, we may not offer an Aggressive option at all times.

(A) The following disclosure paragraph is to be used if both "Funds of Funds" and model portfolios are available

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the [Portfolio Navigator program]. The [Portfolio Navigator program] includes 100% allocation of purchase payments, any purchase payment credit and Your Contract Value to either (1) one of the asset allocation models containing certain variable subaccounts, Guarantee Period Accounts, if applicable, and the Fixed Account, if applicable; or (2) one of the [RiverSource Variable Portfolio funds]. [RiverSource Variable Portfolio funds] are funds of funds with investment asset mixes that range in classification from conservative to aggressive. You may select from the following [Portfolio Navigator] asset allocation models or [RiverSource Variable Portfolio] funds: [Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive.] If You elect to change allocations or asset allocation models, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of Your rider.]

(B) The following disclosure paragraph is to be used if only the Portfolio Navigator asset allocation program is available.

[Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the [Portfolio Navigator program]. The [Portfolio Navigator program] includes asset allocation models containing certain variable subaccounts, Guarantee Period Accounts, if applicable, and the Fixed Account, if applicable. You may select one of the following [Portfolio Navigator asset allocation models]: [Conservative, Moderately Conservative, Moderate, Moderately Aggressive and Aggressive.] If You elect to change asset allocation models, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of Your rider.]

RiverSource Life Insurance Company
Statement of Variability
November 17, 2009

Form 131197 Nonqualified Variable Annuity Application, and state variations thereof
Form 131198 Tax Qualified Variable Annuity Application, and state variations thereof

Brackets have been placed around various items in the form in order to indicate that they are variable and subject to change by us as explained below.

- Formatting may change due to future changes in typestyle and/or electronic generation of the forms. However, any adaptation we make will not involve changes to text without any necessary prior approval and will always meet or exceed the requirements of your state.
- We reserve the right to correct typographical or spacing errors.

Non-Qualified Variable Application Form 131197 and Qualified Variable Application form 131198 (see additional items following for Qualified Applications only)

1. If our street address and/or phone numbers change.
2. Logo: bracketed to allow for future logo changes.
3. Advisor ID number and Owner Social Security are bracketed in case we decide to remove them from this part of the application as they are duplicated later in the application (Owner Social Security asked in Part 1 of application, and Advisor ID number requested in Advisor Section at end of application.)
4. Informational or instruction information is bracketed so that we may clarify or expand in future if needed.
5. Page numbers for signature pages may shift due to future reformatting.
6. The version letter/print date will be changed if any future changes are made to items bracketed as variable. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 1-12 for the months and the year, from 2010 to future years.
7. Bracketed in case copyright year changes with future application updates of variable items.
8. (non-qualified application form 131197 only) Trust or Corporation: The section is bracketed so we may add or revise information necessary to establish and properly service the account. This may include adding Grantor information (name, address, TIN number, birthdate, etc.) that is not found in other trust documents.
9. Beneficiary is bracketed in the event the current options are expanded, reduced or to include language relating to community states spousal consent. Another possible change would be to remove text and reference a separate form specifically for beneficiary information.
10. Existing Policy Information: The "National Association Insurance Commissioner States (NAIC) states" and "all other states" are bracketed in case we determine it is better to list the state abbreviations that apply to this question or an improved language is needed for clarity to our advisors.
11. Instructions regarding Purchase Payment may be expanded or revised to provide clarification or to respond to changing market conditions.
12. The Purchase Payment timeframe may vary. The range: within 0 to 365 days.
13. "Current and retired employees and advisors of Ameriprise Financial, Inc., including the spouse or domestic partner." is bracketed in case the eligibility for that category changes or language needs clarification.
14. The Variable Annuity products, including available living benefit and death benefit riders, are bracketed in the event the product or rider names are changed, premium band sizes change, if riders are not offered for new issues of the contract or the instructional rules change, or if additional products are available or discontinued in the future. Any new products or riders would be filed with your department, if required, for prior approval.
15. The Fund Allocation Options section is bracketed in its entirety due to potential future addition of another allocation program option for applicants to select, as well as revised Marketing or Program names to be used or additional or expanded instructions included for clarification such as reference appropriate forms numbers needed to be completed based on selection.
16. The Additional Requests section is bracketed in case additional instructions are required, or to reference appropriate additional forms that need completion to ensure accurate completion of the section; or to revise

RiverSource Life Insurance Company
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services available or for section to be removed entirely if we choose to continue the service via another service form only.

17. State Fraud and Disclosure Notices: For new or revised state required wording of fraud or disclosures.
18. TIN Certification: For possible changes to Federal TIN certification required language.
19. Agreements, Acknowledgements and Disclosures: this is bracketed in the event other disclosures are created or these are revised or discontinued. For example, an additional disclosure may be created to reflect certain product rules, transfer limitations in response to changing market conditions, or to prevent anti-selection behavior in the event there develops a secondary market for these contracts.
20. Service form names may change.
21. Consent for Delivery of Initial Prospectuses on CD-ROM: This is bracketed in the event that this language is removed and placed into a separate acknowledgement form for applicants to sign and to allow for text change within this provision to clarify or add additional language relating to consenting to receiving a CD ROM.
22. For Guarantee Period Accounts Only: This is bracketed in case the referenced GPA accounts are no longer available.
23. Advisor Report: This section is attached to the application for convenience to the agent and is not subject to review and approval. The information may change as needed to identify the selling agent, pay compensation, verify replacement of coverage, add notes from the agent, etc.

Qualified Application Form 131198 only - additional bracketed items

24. Type of Qualified Plan section - This is bracketed in anticipation of future tax law changes or if the products were no longer available in one or more markets. It's possible that the choices may change or be deleted. Plan Sponsor is also bracketed in anticipation of future need of this information if there are changes with the SEP IRA, Simple IRA, 403(b) or 401(a). "ATC" and "Ameriprise Trust Company" are bracketed in case the name of the affiliated trust company changes or a different trust company is used.
25. In the Inherited IRA and IRC Section 401(a) portions of Applications: This is bracketed as this information may be expanded or clarified; also additional rider(s) may become available or be discontinued in the future or have a name change.
26. Funding Information: The "IRA Contribution Type" and "Contribution Type" portion is bracketed to reflect future changes to the tax code that could change the rules for the years payments may be accepted or the type or category of contribution.
27. The Tax-Sheltered Annuity (TSA) may or may not be sold within this application. If it is available the text will be as seen on this application. If it is not available, the bracketed text for this annotation will be removed.
28. IRAs, TSAs and Tax Qualified (IRA Section 401) Plans in Agreements, Acknowledgements and Disclosure section: Bracketed in the event we discontinue use of the disclosure provision and/or informational brochures, or the informational brochures may change their names.

**Forms List and Highlights of Differences
Arkansas**
Highlighted Forms are the forms submitted in this submission
SERFF Tracking Number: AEMN-126383983

This form **will replace** an existing approved form as shown below.

	Form Number	Form Name	Replaced Form Number	Status	Status Date	State/SERFF Filing Number
1.	411297	Individual Nonqualified Variable Annuity Application	131172	approved	05/26/2009	42458

These forms will **not replace** but are **similar to** existing approved forms as shown below.

	Form Number	Form Name	Similar Form Number	Status	Status Date	State/SERFF Filing Number
1.	411295	Deferred Annuity Contract	131102	Approved	04/10/2006	32337
2.	411295-DPRS5	Contract Data RAVA 5 Select				
3.	411265-DPRA57	Contract Data RAVA 5 Advantage - 7 yr sc	131101	Approved	04/10/2006	32336
4.	411265-DPRA510	Contract Data RAVA 5 Advantage - 10 yr sc				
5.	411276-DPRC5	Contract Data RAVA 5 Access	131103	Approved	04/10/2006	32338
6.	411291	Maximum 5-Year Anniversary Value Death Benefit Rider	131071	Approved	07/24/2003	23575
7.	DP411291	Contract Data Insert Page MAV5	NA			
8.	411296-JT	Guaranteed Lifetime Withdrawal Benefit Rider - Joint Life	411284-JT	Approved	09/23/2009	43480
9.	DP411296-JT	Contract Data Insert Page Joint GLWB	DP411284-JT			
10.	411296-SG	Guaranteed Lifetime Withdrawal Benefit Rider - Single Life	411284-SG	Approved	09/23/2009	43480
11.	DP411296-SG	Contract Data Insert Page Single GLWB	DP411284-SG			
12.	411298	Individual Tax Qualified Variable Annuity Application	131173	approved	05/26/2009	42458

See Primary Differences below for highlights of differences from similar forms listed above.

Primary Differences

1.	Deferred Annuity Contracts and Contract Data pages:	<ul style="list-style-type: none"> • 411295 with 411295-DPRS5 has a 4 year surrender charge schedule vs. a 3 year for 131102 • Additional death benefit riders will be available with the new products • Death benefit rider fees are included in Mortality & Expense risk fee, rather than as a separate annual charge • Death Benefit values may be reset after a covered life change • There are no purchase payment credits available for products that use forms 411295-DPRS5, 411265-DPRA57 and 411265-DPRA510, and the similar products have purchase payment credits available. • The Mortality & Expense risk fees do not vary by tax qualification for the new products. The similar products have lower fees for tax qualified plans. • Surrender charges after spousal continuation apply only to additional payments (except for Select where there are no further SCs) for the new products. Any purchase payments surrendered following spousal continuation would still follow the surrender charge schedule under the similar products . • Transfers from the fixed account are allowed 30 days before or after the contract anniversary for the new products vs being allowed only 30 days after the contract anniversary for the similar products. • Transfers from the fixed account are limited to greater of 30% or \$10,000 for the new products vs. the greater of 30% or the previous year's transfers for the similar products. • Nursing home and terminal illness surrender charge waivers apply only to the owner for the new product, and under the similar product the owner and spouse were both covered. • Terminal illness wavier must be diagnosed after 1st anniversary for the new product and for the similar products the diagnosis must be after the contract was issued. • Surrender charge waivers under the new products will only be granted if the payment is made directly to the owner and not for 1035 exchanges. • Surrenders and charges under the new products will be deducted pro-rata from all accounts rather than not being deducted from GPA accounts or the Special DCA account unless there were insufficient funds in the other accounts under the similar products.
2.	Individual Variable Annuity Application:	<ul style="list-style-type: none"> • New products added to the new applications. Similar products will be using the previously approved application and were removed from the new application. • Several state specific fraud notices were removed since those states will not be using the new application. • Slight revisions of disclosures.
3.	Maximum 5-Year Anniversary Value Death Benefit Rider:	<ul style="list-style-type: none"> • Covered life changes such as spousal continuation will reset benefits or terminate the rider.
4.	Guaranteed Lifetime Withdrawal Benefit Rider - Joint Life:	<ul style="list-style-type: none"> • Banded benefit rates • Credit structure revised • Additional Waiting Period requirements. • Simplified benefits by combining the basic and lifetime benefits into one.
5.	Guaranteed Lifetime Withdrawal Benefit Rider - Single Life:	<ul style="list-style-type: none"> • Banded benefit rates • Credit structure revised • Additional Waiting Period requirements. • Simplified benefits by combining the basic and lifetime benefits into one.

Forms 411295, 411295-DPRS5, 411265-DPRA57, 411265-DPRA510 and 411276-DPRC5 will be used with previously approved forms as shown below:

Form Number	Form Name	Status	Status Date	State/SERFF Filing Number
411269	401a Annuity Endorsement	Approved	09/23/2009	43492
411271	Variable Annuity Unisex Endorsement	Approved	09/23/2009	43492
411272	Guarantee Period Accounts Endorsement	Approved	09/23/2009	43492
411273	Annuity Endorsement Roth IRA	Approved	09/23/2009	43492
411274	Annuity Endorsement SIMPLE	Approved	09/23/2009	43492
411275	Annuity Endorsement Trad-SEP IRA	Approved	09/23/2009	43492
131068C	TSA Endorsement with a Loan Provision	Approved	03/20/2009	41857
275193	TSA Endorsement without loan provision.	Approved	03/20/2009	41857
411277	Return of Purchase Payment (ROPP)Death Benefit Rider	Approved	09/23/2009	43492
411278	Maximum Anniversary Value (MAV) Death Benefit Rider	Approved	09/23/2009	43492
DP411278	Contract Data Insert Language MAV	Approved	09/23/2009	43492
411279	5% Accumulation Death Benefit Rider	Approved	09/23/2009	43492
DP411279	Contract Data Insert Language 5% Accumulation	Approved	09/23/2009	43492
411280	Enhanced Death Benefit Rider	Approved	09/23/2009	43492
DP411280	Contract Data Insert Language Enhanced Death Benefit	Approved	09/23/2009	43492
411281	Enhanced Earnings (EE) Death Benefit Rider	Approved	09/23/2009	43492
DP411281	Contract Data Insert Language EE	Approved	09/23/2009	43492
411282	Enhanced Earnings Plus (EEP) Death Benefit Rider	Approved	09/23/2009	43492
DP411282	Contract Data Insert Language EEP	Approved	09/23/2009	43492
411283	Guaranteed Minimum Accumulation Benefit Rider (GMAB)	Approved	09/23/2009	43492
DP411283	Contract Data Insert Language GMAB	Approved	09/23/2009	43492
411284-JT	Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider - Joint Life	Approved	09/23/2009	43492
DP411284-JT	Contract Data Insert Language Joint GLWB	Approved	09/23/2009	43492
411284-SG	Guaranteed Lifetime Withdrawal Benefit Rider - Single Life	Approved	09/23/2009	43492
DP411284-SG	Contract Data Insert Language Single GLWB	Approved	09/23/2009	43492

Forms **411291**, **DP411291**, **411296-JT**, **DP411296-JT**, **411296-SG** and **DP411296-SG** will be used with previously approved forms as shown below:

Form Number	Form Name	Status	Status Date	State/SERFF Filing Number
411266	Individual Variable Annuity Application - OD	Approved	09/14/2009	43492
411267	Variable Annuity Application Acknowledgement Form - OD	Approved	09/14/2009	43492
411270	New Business Subaccount Funds Allocation - OD	Approved	09/14/2009	43492
411265	Deferred Annuity Contract	Approved	09/14/2009	43492
411265-DPSIG	Contract Data Signature Select	Approved	09/14/2009	43492
411265-DPSG1	Contract Data Signature One Select	Approved	09/14/2009	43492
411265-DPFCL	Contract Data FlexChoice Select	Approved	09/14/2009	43492
411265-DPIN5	Contract Data Innovations Select - 5 yr sc	Approved	09/14/2009	43492
411265-DPIN7	Contract Data Innovations Select - 7 yr sc	Approved	09/14/2009	43492
411265-DPIN10	Contract Data Innovations Select -10 yr sc	Approved	09/14/2009	43492
411265-DPBS6	Contract Data Builder Select - 6 yr sc	Approved	09/14/2009	43492
411265-DPBS8	Contract Data Builder Select - 8 yr sc	Approved	09/14/2009	43492
411276	Deferred Annuity Contract	Approved	09/14/2009	43480
411276-DPFCC	Contract Data FlexChoice Select - Cshare	Approved	09/14/2009	43480

Forms **411297** and **411298** will be used with previously approved forms as shown below:

Form Number	Form Name	Status	Status Date	State/SERFF Filing Number
131174	New Business Subaccount Funds Allocation - ID	Approved	03/20/2009	41865

RiverSource Life Insurance Company

829-70100 Ameriprise Financial Center
Minneapolis, MN 55474



1-800-862-7919 333-3437

Deferred Annuity Contract

This is a deferred annuity contract. It is a legal contract between You, as the Owner, and Us, RiverSource Life Insurance Company, a stock company, Minneapolis, Minnesota. **PLEASE READ YOUR CONTRACT CAREFULLY.**

If You are living on the Annuitization Start Date, We will begin to pay You monthly payments, subject to other provisions of this contract. This date may be changed as provided in this contract.

We issue this contract in consideration of the payment of the initial purchase payment.

ACCUMULATION VALUES AND ANNUITY PAYMENTS, WHEN BASED ON THE INVESTMENT RESULTS OF THE VARIABLE SUBACCOUNTS, ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. SEE THE ACCOUNTS: FIXED AND VARIABLE SECTION FOR VARIABLE ACCOUNT PROVISIONS.

OPTIONAL RIDER CHARGES MAY REDUCE THE DEATH BENEFIT AMOUNT TO LESS THAN THE CONTRACT VALUE. SEE THE PAYMENTS TO BENEFICIARIES PROVISIONS.

NOTICE OF YOUR RIGHT TO EXAMINE THIS CONTRACT FOR TEN DAYS. If for any reason You are not satisfied with this contract, You may cancel this contract by returning it to Us or Our agent within ten Days after You receive it.

- If this is not an IRA contract, upon such cancellation We will refund an amount equal to the sum of: (1) the Contract Value, less any purchase payment credits, at the end of the Valuation Period during which We receive the contract; and (2) any premium tax charges paid.
- If this is an IRA contract, upon such cancellation We will refund all purchase payments which You have paid.

This contract will then be considered void from its start.

Signed for and issued by RiverSource Life Insurance Company of Minneapolis, Minnesota, as of the Contract Date.

A handwritten signature in black ink, appearing to read "Thomas R. Moore".

Secretary

A handwritten signature in black ink, appearing to read "Timothy V. Bechtold".

President

- Flexible Purchase Payments with Purchase Payment Credits Provision -- Subject to Limitations
- Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments
- Annuity Payments Begin on the Annuitization Start Date
- This Contract is Nonparticipating -- Dividends Are Not Payable
- Surrender Charges May Be Waived under Specified Conditions

Definitions

The following words are used often in this contract. When We use these words, this is what We mean:

Accumulation Unit

An Accumulation Unit is an accounting unit of measure. It is used to calculate the Contract Value in the Variable Account prior to the application of amounts to an annuity payment plan.

Annuitant

The Annuitant is the person or persons on whose life periodic annuity payments depend. If there are joint Annuitants prior to the Annuitization Start Date, the term Annuitant in this contract is replaced in all instances with the term Annuitants.

Annuitization Start Date

The Annuitization Start Date is the date on which annuity payments begin as described in the Annuity Payment provision. This date is either as shown under Contract Data or the date as changed as provided in this contract. You will be notified prior to the Annuitization Start Date.

Annuity Unit

An Annuity Unit is an accounting unit of measure. It is used to calculate the value of annuity payments from the variable subaccount on and after the Annuitization Start Date.

Attained Age

Attained Age is the age as of a person's latest birthday or the number of whole years since birth.

Code

The Code is the Internal Revenue Code of 1986, as amended, its regulations thereunder and/or promulgations of the Internal Revenue Service, as applicable.

Contingent Annuitant

The Contingent Annuitant is the person who becomes the Annuitant when the current Annuitant dies prior to the Annuitization Start Date.

Contract Anniversary

The Contract Anniversary is the same Day and month as the Contract Date each year that the contract remains in force.

Contract Date

The Contract Date is the date from which Contract Anniversaries, contract years, and contract months are determined. Your Contract Date is shown under Contract Data.

Contract Value

The Contract Value is the sum of the Contract Value in the Regular Fixed Account, Contract Value in the Special DCA Fixed Account and Contract Value in the Variable Account.

Day

Unless specified otherwise, a Day is a calendar day.

Fixed Account

The Fixed Account is made up of all Our assets other than those in any separate account.

Fixed Annuity

A Fixed Annuity is an annuity with payments which are guaranteed by Us as to dollar amount during the annuity payment period.

Nonqualified Contract

A Nonqualified Contract is a contract used primarily for retirement purposes that is not intended to qualify as a Tax Qualified Contract.

Owner, You, Your

"Owner," "You" and "Your" refer to the owner or owners of this contract. Any contract provisions based on the age of the Owner will be based on the age of the oldest Owner. Any ownership change, including continuation of the contract by Your spouse under the Spouse's Option to Continue Contract provision, redefines "Owner," "You" and "Your" as the new owner.

Regular Fixed Account

The Regular Fixed Account is an option available within the Fixed Account to which You may allocate purchase payments and Contract Values. Amounts allocated to the Regular Fixed Account will earn a specified rate of interest.

Special DCA Fixed Account

The Special DCA Fixed Account is an option within the Fixed Account to which You may allocate purchase payments. Purchase payment amounts You allocate to the Special DCA Fixed Account must be transferred within a specified period of time to selected variable subaccounts or an asset allocation program model portfolio. The amounts allocated to the Special DCA Fixed Account earn a specified rate of interest until transferred out of the Special DCA Fixed Account.

Tax Qualified Contract

A Tax Qualified Contract is a contract that is intended to qualify as part of a tax-advantaged retirement plan such as individual retirement annuities, tax-sheltered savings annuities or other tax-advantaged retirement plans.

Valuation Date

A Valuation Date is each Day the New York Stock Exchange is open for trading. At the New York Stock Exchange close of business, the next Valuation Date begins.

Valuation Period

A Valuation Period is the interval of time commencing at the New York Stock Exchange close of business on each Valuation Date and ending at the close of business on the next Valuation Date.

Variable Account

The Variable Account consists of separate variable subaccounts to which You may allocate purchase payments and Contract Values; each invests in shares of one fund. The variable subaccounts available on the Contract Date are named under Contract Data. The value of Your investment in each variable subaccount changes with the performance of the particular fund.

Variable Annuity

A Variable Annuity is an annuity with payments which are not predetermined or guaranteed as to dollar amount and vary in amount with the investment experience of one or more of the variable subaccounts.

We, Us, Our

Any reference to "We," "Us" or "Our" means RiverSource Life Insurance Company.

Written Request

A Written Request is a request in writing, on a form acceptable to Us, signed by You and delivered to Us at Our corporate office.

General Provisions

Entire Contract

This contract form and any attached endorsements or riders are the entire contract between You and Us.

No one except one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary) can change or waive any of Our rights or requirements under this contract. That person must do so in writing. None of Our other representatives or other persons has the authority to change or waive any of Our rights or requirements under this contract.

Annuity Tax Qualification

This contract is intended to qualify as an annuity contract under Section 72 and other relevant sections of the Code for Federal income tax purposes. To that end, the provisions of this contract are to be interpreted to ensure or maintain such tax-qualification, despite any other provisions to the contrary. We reserve the right to unilaterally amend this contract to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification, subject to any necessary regulatory approval. We will send You a copy of any such amendments.

Contract Modification

This contract may be modified at any time by written agreement between You and Us. The modification must be signed by one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary).

Incontestable

This contract is incontestable from its Contract Date.

Benefits Based on Incorrect Data

If the amount of benefits is determined by data as to a person's age or sex that is incorrect, payments under this contract will be adjusted. They will be based on what would have been provided at the correct birth date and sex. Any underpayments made by Us will be made up promptly without interest. We reserve the right to recover any amounts overpaid from You or Your estate. If there are any future payments under this contract, overpayments made by Us will be subtracted, without interest, and/or as otherwise legally permissible.

State Laws

This contract is governed by the law of the state in which it is delivered. The values and benefits of this contract are at least equal to those required by such state. Any paid up annuity, cash surrender or death benefits available under the contract are not less than the minimum benefits required by any law of the state in which the contract is delivered.

Reports to Owner

At least once a year as of a date not more than four months previous to the date of mailing, We will send You, without charge, a statement showing (1) the Contract Value as of the beginning and end dates of the period, (2) the contract's surrender value and any outstanding loan value as of the end date of the period, and (3) amounts credited or debited during the period, identified by type. This statement will also show any other information required under state or federal law.

We will also send You, without charge, notices of current or other values upon Your request.

Evidence of Survival

Where any payments under this contract depend on the recipient or Annuitant being alive on a certain date, We may require proof satisfactory to Us that such condition has been met. Such proof may be required prior to making the payments.

Protection of Proceeds

Payments under this contract are not assignable by any beneficiary prior to the time they are due. To the extent allowed by law, payments are not subject to the claims of creditors or to legal process.

Payments by Us

All sums payable by Us are payable at Our corporate office. Any payment or surrender from a variable subaccount is based on the variable subaccount value.

Voting Rights

If federal law requires, We will give certain voting rights to contract owners. If You have voting rights, We will send You a notice telling You the time and place of a shareholder meeting. The notice will also explain matters to be voted upon and how many votes to which You are entitled.

Ownership, Annuitant and Beneficiary

Owner Rights

Unless otherwise stated in this contract, You may exercise all rights and privileges provided in this contract or allowed by Us.

If two Owners jointly own this contract, each Owner may independently exercise transfers among the various account options and designate purchase payment allocations. Unless agreed to by Us, all other terms, conditions, rights and requirements that apply to an Owner under this contract shall apply jointly to each joint Owner named.

Non-Natural Person and Revocable Trust Ownership

The Owner may be a non-natural person (e.g. irrevocable trust or corporation) or a revocable trust if We agree. If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit using the age or life of the Owner. These include Payments to Beneficiaries provisions, the ROPP Benefit Age, Hospitalization/Nursing Home Waiver Benefit Age, TI Waiver Benefit Age and Maximum Purchase Payments shown under Contract Data, the Waiver of Surrender Charge upon Hospital or Nursing Home Confinement provision, and the Waiver of Surrender Charge upon Terminal Illness Diagnosis provision. If the Owner or any joint Owner is a non-natural person or revocable trust, the Annuitant may not be changed.

Change of Ownership

You may change the ownership of this contract by Written Request or other method agreed to by Us. Once We receive the change, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before the receipt.

A change of ownership may result in tax consequences.

See any attached tax qualified endorsement for ownership change limitations.

Beneficiary

Except as otherwise provided in the contract, beneficiaries are those You designate to receive the death benefit of this contract if You die while this contract is in force. We will not be bound by any such designation unless made by Written Request or other method agreed to by Us and recorded by Us. Any beneficiary designation takes effect as of the date of Your request. However, We are not liable for any payment made by Us before the recording.

For joint spousal ownership with right of survivorship, the surviving spouse is deemed the sole beneficiary superseding any other beneficiary designation. This permits the surviving spouse to use the Spouse's Option to Continue Contract provision in the Payments to Beneficiaries section of the contract. (The deemed surviving spouse sole beneficiary designation may only be overridden if specifically requested in writing and signed by both joint spousal Owners.)

Only those beneficiaries who are living as of the date of death may share in the benefits, if any. Benefits will be paid to all primary beneficiaries surviving You, in accordance with Your last beneficiary designation on file. If none survive, proceeds will be paid to all surviving contingent beneficiaries. If there is no valid beneficiary designation or if no beneficiary survives, We will pay the benefits as follows:

- if there are joint Owners, We will pay the surviving Owner(s), otherwise;
- if the Owner is a non-natural person or revocable trust, We will pay the Owner, otherwise;
- to Your spouse, if living;
- if no spouse is living, to Your lawful children per stirpes;
- if You have no spouse or direct descendants, to Your parents equally or the survivor, if living, otherwise to Your estate.

Change of Beneficiary

By Owner: You may change the beneficiary at any time by Written Request or other method agreed to by Us. Once We receive the change, it will take effect as of the date of Your request. However, We are not liable for any payment made by Us before the receipt.

By Beneficiary: If the death benefit under this contract becomes payable to a beneficiary (recipient) under an annuity payment plan, that recipient shall have the right to name, or later change, their own beneficiary by Written Request. If there is no valid beneficiary designation or if no beneficiary survives the recipient, We will pay any benefits due under the annuity payment plan following the death of the original beneficiary as follows:

- to the recipient's spouse, if living;
- if no spouse is living, to the recipient's lawful children per stirpes;
- if the recipient has no spouse or direct descendants, to the recipient's parents equally or the survivor, if living, otherwise to the recipient's estate.

Change of Annuitant or Contingent Annuitant

If:

1. this is a Nonqualified Contract, and
2. You are a natural person, and
3. You are not a revocable trust, and
4. it is prior to the Annuitization Start Date;

then You may change the Annuitant or Contingent Annuitant by Written Request or other method agreed to by Us. Once We receive the request and We record the change, it will take effect as of the date of Your request, subject to any action taken or payment made by Us before the recording.

In addition, if the Annuitant and the Owner are not the same person and the Annuitant dies before the Annuitization Start Date, the Owner becomes the Annuitant unless a Contingent Annuitant has been previously selected. The contract continues in force, and no death benefit is payable unless the Owner dies.

In the case of joint ownership, one Owner must be named as Contingent Annuitant.

Pre-election of an Annuity Payment Plan

If this is a Nonqualified Contract, You may elect how the death benefit described herein is to be paid under the contract in the event of death before the Annuitization Start Date by Written Request or other method agreed to by Us. In this event the death benefit shall be payable as so elected by You, rather than as requested by the beneficiary. If for any reason such election does not satisfy Section 72 of the Code or related distribution requirements, the election will be void and the beneficiary will then be permitted to elect payment pursuant to the provisions of the contract. This provision is available for Tax Qualified Contracts if agreed to by Us.

Assignment

If this is a Nonqualified Contract, You can assign this contract or any interest in it. Your interest and the interest of any beneficiary are subject to the interest of the assignee. An assignment is not a change of ownership and an assignee is not an Owner as these terms are used in this contract. Any amounts payable to the assignee will be paid in a single sum.

A copy of any assignment must be submitted to Us at Our corporate office. Unless otherwise specified by You, assignments shall be effective on the date the assignment notice is signed, subject to any action taken or payment made by Us before the assignment was received at Our corporate office. We are not responsible for the validity or effect, tax or otherwise, of any assignment.

Payments to Beneficiaries

Spouse's Option to Continue Contract

If You die before the Annuitization Start Date and Your spouse is the sole primary beneficiary or a joint tenant with right of survivorship, Your spouse may accept payment of the death benefit under options described below or keep the contract in force as Owner, including any associated riders in force, subject to rider continuation rules in effect. If the Owner was also the Annuitant, then the spouse becomes the Annuitant as well.

Election by the spouse to continue the contract must be made by Written Request, or other method agreed to by Us, at the time We receive due proof of death. Upon spousal continuation the Contract Value shall be equal to the death benefit that would otherwise have been paid. The spouse may make additional purchase payments to the contract. Surrender charges under the continued contract shall ~~only not~~ apply to purchase payments made after the election by the spouse to continue the contract.

Death Benefit Before the Annuitization Start Date

A death benefit is payable to the beneficiary if You die while this contract is in force and before the Annuitization Start Date.

If the annuity is jointly owned by non-spousal Owners, then the death benefit will be paid to the beneficiary at the first death of a joint Owner.

If the annuity is jointly owned by spousal Owners, see Spouse's Option to Continue Contract above.

Amount Payable Before the Annuitization Start Date

If You die before the Annuitization Start Date while this contract is in force, and if You are the ROPP Benefit Age (shown under Contract Data) or younger on the later of (1) the Contract Date or (2) the date of the most recent "covered life change," (if applicable); then We will pay the beneficiary the greater of the following amounts, less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision:

1. the Contract Value, after any rider charges have been deducted; or
2. the Return of Purchase Payment Value.

If You are older than the ROPP Benefit Age (shown under Contract Data) on the later of (1) the Contract Date or (2) the date of the most recent "covered life

change" (if applicable), and if You die prior to the Annuitization Start Date while this contract is in force; then We will pay the beneficiary the Contract Value, less any purchase payment credits that are subject to reversal and after any rider charges have been deducted.

Covered Life Change Definition: A "covered life change" is either A) continuation of the contract by a spouse under the Spouse's Option to Continue Contract provision or B) an ownership change where an Owner after the ownership change was not an Owner prior to the change.

Adjustments for Partial Surrenders Definition: "Adjustments for partial surrenders" are calculated for each partial surrender using the following formula:

$$\frac{a \times b}{c} \quad \text{where:}$$

- a = the amount Your Contract Value is reduced by the partial surrender
- b = the ROPP value on the date of (but prior to) the partial surrender
- c = the Contract Value on the date of (but prior to) the partial surrender.

Return of Purchase Payment (ROPP) Value

Definition: On the Contract Date the ROPP value is established as the total purchase payments and any purchase payment credits made to the contract.

Adjustments are made to the ROPP value in the following circumstances:

1. Additional purchase payments and any purchase payment credits will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a "covered life change" for a spouse who continues the contract, the ROPP value is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increases to the Contract Value due to the death benefit that would otherwise have been paid.
4. After a "covered life change" other than for a spouse who continues the contract:

if the prior Owner was eligible for the ROPP, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:

A = the Contract Value on that date after any rider charges have been deducted, and

B = the ROPP value on that date (but prior to the reset).

if the prior Owner was not eligible for the ROPP, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" as the Contract Value on that date, after any rider charges have been deducted.

Payment Options

Any amounts payable or applied by Us as described in this section will be based on the Contract Values as of the Valuation Date on or next following the date on which We receive due proof of death at Our corporate office. Due proof of death includes all documents needed to complete a beneficiary's claim.

The death benefit for each beneficiary will be payable in a lump sum on the Valuation Date We receive due proof of death from that beneficiary. The beneficiary may elect to receive payment anytime within five years after the date of death.

In lieu of a lump sum, payments may be made under a payment plan, provided:

- the beneficiary elects the plan at the time We receive due proof of death; and
- the plan provides payments over a period which does not exceed the life or over a period not extending beyond the life expectancy of the beneficiary; and
- payments begin no later than one year after the date of death.

If the beneficiary elects an annuity payment plan, the beneficiary shall be the Annuitant for purposes of a lifetime payment plan.

Death of the Owner or Annuitant After the Annuitization Start Date

The Owner's death produces a death benefit after the Annuitization Start Date. The amount payable, if any, will depend on the annuity payment plan then in effect.

Death of the Owner: If the Owner is the Annuitant and dies after the Annuitization Start Date, payments cease for lifetime only payment plans. Payments continue to the Owner's beneficiaries for the remainder of any guarantee period or for the lifetime of a surviving joint Annuitant, if any.

If the Owner is not the Annuitant and the Owner dies after the Annuitization Start Date, payments continue to the beneficiaries according to the payment plan in effect.

Death of the Annuitant or of a beneficiary receiving payments under an annuity payment plan: If the Owner is not the Annuitant and the Annuitant dies after the Annuitization Start Date, payments cease for lifetime payment plans. Payments continue to the Owner for the remainder of any guarantee period or for the lifetime of a surviving joint Annuitant, if any.

If a beneficiary elects an annuity payment plan as provided under the Payment Options provision above and dies after payments begin, payments continue to beneficiaries named by the deceased beneficiary as provided under the Change of Beneficiary provision for the remainder of any guarantee period.

In any event, amounts remaining payable must be paid at least as rapidly as payments were being made at the time of such death.

Purchase Payments

Purchase Payments

Purchase payments are the payments You make for this contract and the benefits it provides. Purchase payments must be paid or mailed to Us at Our corporate office or to an authorized agent. If requested, We'll give You a receipt for Your purchase payments.

Additional Purchase Payments

Subject to the Payment Limits provision below, additional purchase payments may be made until the earlier of:

1. the date this contract terminates by surrender or otherwise; or
2. the Annuitization Start Date.

Subject to the Payment Limits Provision You may:

1. stop and/or restart purchase payments; or
2. increase or decrease the amount of Your purchase payments; or
3. change the interval of Your purchase payments.

Payment Limits

Maximum Purchase Payments - The maximum contract purchase payments may not exceed the amounts shown under Contract Data, based on Your Attained Age at the time of payment. The 1st Contract Year and Total amount applies to all deferred annuity contracts We have issued where You are an Owner. We reserve the right to increase the maximums.

Additional Purchase Payments - You may make additional purchase payments of at least the minimum amount shown under Contract Data.

You can not allocate purchase payments to the Fixed Account for six months following: (1) a partial surrender from the Fixed Account; (2) a lump sum transfer from the Regular Fixed Account to another account; or (3) termination of automated transfers from the Special DCA Fixed Account prior to the end of Your elected Special DCA time period.

We reserve the right to cancel this contract if both of the following conditions exist at the same time: (1) no purchase payments have been paid for a continuous period of 24 months; and (2) less than \$500 in purchase payments have been paid under this contract. In this event, We will give You notice of Our intent to cancel this contract. Upon such cancellation We will pay You the Contract Value, after any rider charges have been deducted, in one sum. This contract will then terminate.

Allocation of Purchase Payments

You instruct Us on how You want Your purchase payments allocated among the available accounts.

The percentage of any payment which may be allocated to the Regular Fixed Account is shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

We reserve the right to limit the accounts and/or variable subaccounts to which You can allocate purchase payments or Contract Value at any time. In addition, allocations to certain accounts or variable subaccounts may be limited or required under the terms of certain optional benefit riders, if any, attached to this contract.

Your allocation instructions as of the Contract Date are shown under Contract Data. Unless any restrictions apply, You may, by Written Request or other method agreed to by Us, change Your choice of accounts or percentages. If Your current allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will apply payments pro rata according to the valid portion of Your allocation instructions. The first purchase payment will be allocated as of the end of the Valuation Period during which We make an affirmative decision to issue this contract. Purchase payments after the first will be allocated as of the end of the Valuation Period during which We receive the payment at Our corporate office.

Purchase Payment Credits

If shown under Contract Data, We add a purchase payment credit to Your contract for each purchase payment You make **in the first contract year**. Any purchase payment credit is allocated to Your Contract Value when the applicable purchase payment is applied, according to allocation instructions in effect for Your purchase payments.

The purchase payment credit will be determined using one of the following crediting methods. The crediting method used for Your contract, if applicable, will be shown under Contract Data.

Crediting Method 1: The purchase payment credit is a percentage of each purchase payment **made in the first contract year**. As shown under Contract Data, the purchase payment credit percentage depends on the amount of cumulative net purchase payments. Cumulative net purchase payments are total purchase payments less the total amount of partial surrenders. If an additional purchase

payment in the first contract year causes the contract as a whole to be eligible for a greater percentage credit, an additional credit will be allocated on the date of the additional purchase payment. The additional credit is determined such that the total credits-to-date equal the greater percentage multiplied by cumulative net payments.

Crediting Method 2: The purchase payment credit is a percentage, as shown under Contract Data, of each purchase payment made in the first contract year.

Credits shall be reversed if applied within 12 months preceding:

1. the date of death that results in a death benefit payment under this contract; or

2. a request for surrender charge waiver due to Hospital or Nursing Home Confinement or Terminal Illness; or
3. the Annuitization Start Date.

Credits shall be reversed from the Contract Value for any purchase payment that is not honored.

The amount returned to You under the Right to Examine Contract provision on page one shall not include any credits applied to Your contract.

Accounts: Fixed and Variable

The Fixed Account

The Fixed Account is Our general account. It is made up of all Our assets other than those in:

1. The Variable Account; and
2. Any other segregated asset accounts.

The Fixed Account consists of the Regular Fixed Account and the Special DCA Fixed Account.

We back the principal and interest guarantees relating to the Fixed Account. Purchase payments and transfers to the Fixed Account become part of Our general account.

Interest to be Credited

We will credit interest to the Fixed Account daily. We may credit interest to each Special DCA Fixed Account at promotional rates that are higher than those We credit to the Regular Fixed Account. All interest rates We quote are effective annual interest rates - this refers to the rate that results after interest has been credited and compounded daily for a full year. Interest will begin to accrue at Our current crediting rate on the date each purchase payment, which is received in Our corporate office, becomes available to Us for use and on the date of any transfers to the Fixed Account. Amounts transferred from the Special DCA Fixed Account to the Regular Fixed Account, through transfers to an asset allocation model, will begin earning interest at the current crediting rate for the Regular Fixed Account on the transfer date. The current crediting rate is determined by Us and at Our discretion but will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data.

One year after receipt of each purchase payment or transfer, the rate for the payment or transfer amount, and its accumulated interest, may change. Interest will accrue at revised rates determined by Us and at Our discretion. These rates may be based on various factors including, but not limited to, the interest rate environment, returns earned on investments backing these annuities, the rates currently in effect for new and existing company annuities, product design, competition, and the company's revenues and expenses. However, the rate will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data. Your interest rate for each purchase payment or transfer will never change more frequently than annually.

The Variable Account

The Variable Account is a separate investment account of Ours. It consists of several variable subaccounts which are named under Contract Data.

We have allocated a part of Our assets for this and certain other contracts to the Variable Account. Such assets remain Our property. However, the portion of the assets which equals the reserves and other liabilities of the account(s) shall not be charged with liabilities arising out of any other business in which We may take part. Income, gains, and losses, whether or not realized from assets allocated to the separate account, are credited or charged to such account without regard to other income, gains or losses of the company.

Investments of the Variable Account

Purchase payments and transfer amounts applied to the variable subaccounts will be allocated as specified by the Owner. Each variable subaccount will buy, at net asset value, shares of the fund for that variable subaccount shown under Contract Data or as later added or changed as described below.

We may change the funds from which the variable subaccounts buy shares if laws or regulations change, the existing funds become unavailable or, in Our judgment, the funds are no longer suitable for the variable subaccounts. We have the right to substitute any funds for those shown under Contract Data.

We may also:

- add additional variable subaccounts investing in other funds,
- combine any two or more variable subaccounts,
- transfer assets to and from the variable subaccounts or the Variable Account, and
- eliminate or close any variable subaccounts.

When required, We would first seek approval of the Securities and Exchange Commission and the insurance regulator of the state where this contract is delivered.

Valuation of Assets

Fund shares in the variable subaccounts will be valued at their net asset value.

Variable Account Accumulation Units

The number of Accumulation Units for each of Your variable subaccounts is found by adding the number of accumulation units resulting from:

1. purchase payments and any purchase payment credits allocated to the variable subaccount; and
2. transfers to the variable subaccount;

and subtracting the number of Accumulation Units resulting from:

1. transfers from the variable subaccount; and

2. surrenders (including surrender charges) from the variable subaccount; and
3. contract administrative charge or any rider charge deductions from the variable subaccount.

The number of Your Accumulation Units added or subtracted for each of the above transactions is found by dividing (1) by (2) where:

1. is the amount allocated to or deducted from the variable subaccount; and
2. is the Accumulation Unit value for the variable subaccount for the respective Valuation Period during which We received the purchase payment or transfer value, or during which We deducted transfers, surrenders, surrender charges, rider charges or contract administrative charges.

Variable Account Accumulation Unit Value

The value of an Accumulation Unit for each of the variable subaccounts was arbitrarily set at \$1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

The Accumulation Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Accumulation Unit value is being calculated. The result is the Accumulation Unit value.

Net Investment Factor

The net investment factor is an index applied to measure the investment performance of a variable subaccount from one Valuation Period to the next. The net investment factor may be greater or less than one; therefore, the value of an accumulation or Annuity Unit may increase or decrease.

The net investment factor for any such variable subaccount for any Valuation Period is determined by: dividing (1) by (2) and subtracting (3) and (4) from the result. This is done where:

1. is the sum of:
 - a. the net asset value per share of the fund held in the variable subaccount determined at the end of the current Valuation Period; plus
 - b. the per share amount of any dividend or capital gain distribution made by the fund held in the variable subaccount, if the "ex-dividend" date occurs during the current Valuation Period; and
2. is the net asset value per share of the fund held in the variable subaccount, determined at the end of the last prior Valuation Period; and

3. is a factor representing the mortality and expense risk charge; and
4. is a factor representing the variable account administrative charge described below.

Mortality and Expense Risk Charge

In calculating unit values We will deduct a mortality and expense risk charge from the variable subaccounts which is equal, on an annual basis, to a percentage of the daily net asset value. This percentage is the Annual Mortality and Expense Risk Fee shown under Contract Data. The deduction is made to compensate Us for assuming the mortality and expense risks under contracts of this type. The deduction will be:

1. made from each variable subaccount; and
2. computed on a daily basis.

Fees for certain optional riders and features, if elected, will be added to the Annual Mortality and Expense Risk Fee.

Variable Account Administrative Charge

In calculating unit values, We will deduct a variable account administrative charge, as shown under Contract Data, from the variable subaccounts. This deduction is made to compensate Us for certain administrative and operating expenses for contracts of this type. The deduction will be:

1. made from each variable subaccount; and
2. computed on a daily basis.

Annuity Unit Value

The value of an Annuity Unit for each variable subaccount was arbitrarily set at \$1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

1. the Annuity Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Annuity Unit value is being calculated.
2. the result is multiplied by an interest factor, which on an annualized basis is equal to .952381. This is done to neutralize the assumed 5% investment return which is built into Table A under the Tables of Annuity Payout Rates section.

Contract Value

Contract Value

The Contract Value at any time is the sum of:

1. Contract Value in the Variable Account; and
2. Contract Value in the Regular Fixed Account; and
3. Contract Value in the Special DCA Fixed Account.

For surrenders and charges, a number of Accumulation Units and dollar amounts will be deducted from the above accounts to equal any amounts surrendered or charges made against the Contract Value.

For surrenders, You may specify from which of the above accounts that the deduction will be taken. Otherwise, the deduction will be taken from the above accounts in the same proportion that Your interest in each bears to the total Contract Value.

Contract Value in the Variable Account

Your Contract Value in the Variable Account at any time will be the sum of the value of the units in any variable subaccount resulting from:

1. purchase payments and any purchase payment credits allocated to a variable subaccount; plus
2. any amounts transferred to a variable subaccount; less
3. any amounts transferred from a variable subaccount; less
4. any amounts deducted from a variable subaccount for surrenders, contract administrative charges or any rider charges.

Contract Value in the Regular Fixed Account

The Contract Value in the Regular Fixed Account at any time will be:

1. the sum of all purchase payments and any purchase payment credits allocated to the Regular Fixed Account, plus interest credited; plus
2. any amounts transferred to the Regular Fixed Account, plus interest credited; less
3. any amounts transferred from the Regular Fixed Account; less
4. any amounts deducted from the Regular Fixed Account for surrenders, contract administrative charges or any rider charges.

Contract Value in the Special DCA Fixed Account

The Contract Value in the Special DCA Fixed Account at any time will be:

1. the sum of all purchase payments and any purchase payment credits allocated to the Special DCA Fixed Account, plus interest credited; less
2. any amounts transferred from the Special DCA Fixed Account; less
3. any amounts deducted from the Special DCA Fixed Account for surrenders, contract administrative charges or any rider charges.

Contract Administrative Charge

We charge a fee for establishing and maintaining Our records for this contract. The charge per year is shown under Contract Data and is deducted from the Contract Value at the end of each contract year or, if earlier, when the contract is fully surrendered. The charge deducted will be prorated among all accounts in the same proportion Your interest in each bears to the total Contract Value.

We reserve the right to adjust this charge after the first Contract Anniversary but the charge will never exceed the amount shown under Contract Data. We waive or reduce the annual contract administrative charge for any contract year where the Contract Value immediately prior to the deduction of the charge equals or exceeds the amount shown under Contract Data.

If You make a full surrender of this contract, We deduct the full contract administrative charge at the time of full surrender regardless of Contract Value.

The charge does not apply to the amount applied to an annuity payment plan or to the death benefit.

Premium Tax Charges

We reserve the right to assess a charge against the Contract Value of this contract for any premium tax assessed to Us by a federal, state or local government. This charge could be deducted when You make purchase payments, or make a full surrender of the Contract Value or on the Annuitization Start Date.

Transfers of Contract Values

While this contract is in force prior to the Annuity Start Date, transfers of Contract Values may be made as outlined below unless Contract Values are required to be allocated to certain accounts or variable subaccounts under the terms of certain optional benefit riders, if any, attached to this contract.

1. You may transfer all or a part of the values held in one or more of the variable subaccounts to another one or more of the variable subaccounts. You may also transfer values held in one or more of the variable subaccounts to the Regular Fixed Account, subject to items 2 and 4 below.
2. On or within the 30 Days before or after a Contract Anniversary You may transfer values from the Regular Fixed Account to one or more of the variable subaccounts. This amount shall not exceed the Regular Fixed Account transfer limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification. If such a transfer is made, no transfers may be made from any variable subaccount to the Regular Fixed Account for six months after such a transfer.
3. You may transfer from the Special DCA Fixed Account to the other accounts as explained in the Special DCA Fixed Account provision, shown below. If You terminate automated transfers from the Special DCA Fixed Account, no transfers may be made from any variable subaccount to the Regular Fixed Account for six months after such a transfer. You may not transfer values from any account into the Special DCA Fixed Account.
4. Amounts transferred to the Regular Fixed account shall not exceed the limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

You may make a transfer by Written Request. Telephone transfers may also be made according to telephone procedures or automated transfer procedures that are then currently in effect, if any. There is no fee or charge for these transfers. However, the minimum transfer amount is \$250, or if less, the entire value in the account from which the transfer is being made. Smaller minimums may apply to automated transfer procedures.

We may suspend or modify transfer privileges at any time. The right to transfer Contract Values among the variable subaccounts and between the variable subaccounts and other accounts is also subject to modification or restriction if We determine, at Our sole discretion, that the exercise of that right by You is, or would be, to the disadvantage of other contract owners. Additionally, we reserve the right to modify or restrict transfer privileges if required to comply with the

written instructions of a fund. Any modification or restriction could be applied to transfers to or from some or all of the variable subaccounts and other accounts.

These modifications could include, but are not limited to:

1. the requirements of a minimum time period between each transfer,
2. not accepting transfer requests of an agent acting under a power of attorney on behalf of more than one contract owner,
3. suspending or terminating automatic transfer programs, or
4. limiting the dollar amount that You may transfer between the variable subaccounts and other accounts at any one time.

We may apply these modifications or restrictions in any manner reasonably designed to prevent any use of the transfer right We consider to be to the disadvantage of other contract owners.

Dollar Cost Averaging (DCA)

You may authorize the automated transfer of specified amounts, according to the rules currently in effect, at the interval You select, from the Regular Fixed Account (subject to transfer limits shown under Contract Data) or any variable subaccount, to any other variable subaccount other than the source account. You may terminate automated transfers at any time.

Special DCA Fixed Account

You may also allocate new purchase payments and any related purchase payment credits to the Special DCA Fixed Account. You may authorize the automatic transfer of amounts on a monthly basis from the Special DCA Fixed Account to any of the variable subaccount(s) or any asset allocation model. (Asset allocation models contain certain variable subaccounts and may contain the Regular Fixed Account. Transfers from the Special DCA Fixed Account to the Regular Fixed Account outside of an asset allocation model are not allowed.) All amounts allocated to the Special DCA Fixed Account will be transferred out within the specified Special DCA Fixed Account time period You elect from the time periods We make available.

If You terminate automated transfers from the Special DCA Fixed Account, the entire Special DCA Fixed Account balance will immediately be transferred according to your Special DCA Fixed Account allocation instructions that are then in effect. If Your current Special DCA allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will transfer amounts pro rata according to the valid portion of Your allocation instructions.

Surrender Provisions

Surrender

By Written Request or other method agreed to by Us and subject to the rules below You may:

1. surrender this contract for the full surrender value; or
2. surrender part of this contract for a partial surrender.

Rules for Surrender

All surrenders will have the following conditions.

1. You must send Us Your Written Request (or other method agreed to by Us):
 - a. while this contract is in force; and
 - b. while all Owners are living; and
 - c. prior to the Annuitization Start Date.
2. Unless We agree otherwise, You must surrender an amount equal to at least \$250. The Contract Value after a partial surrender must be at least \$500.
3. For surrenders from the variable subaccounts, the amount surrendered, less any charges, will be paid to You within seven Days of the receipt of Your Written Request, unless subject to the Suspension or Delay in Payment of Surrender provision.

For surrenders from the Fixed Account, the amount surrendered, less any charges, will normally be paid to You within seven Days of the receipt of Your Written Request and the return of this contract, if required. Following any required regulatory approval, We have the right to defer payment to You for up to six months from the date We receive Your request. In such circumstance, we will notify You of the reason for the delay, the effective date of the surrender, and the surrender value as of the date of Your request.
4. For partial surrenders, if You do not specify from which account the surrender is to be made, the surrender will be made from all accounts in the same proportion as Your interest in each bears to the Contract Value.
5. If the Owner dies following a surrender request, payment will be made to the Owner's estate.
6. Any amounts surrendered, including any related charges, cannot be repaid.

Upon surrender for the full surrender value this contract will terminate. We may require that You return the contract to Us before We pay the full surrender value.

Surrender Value

The full surrender value at any time will be:

1. the Contract Value immediately prior to the surrender;
2. minus the full contract administrative charge and any rider charges that are deducted for a full surrender;
3. minus any surrender charge;
4. minus any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision.

For a partial surrender, We will determine the amount of Your Contract Value that needs to be surrendered, which after any surrender charge, will equal the amount You requested. We pay You the amount You requested.

Surrender Charge

A surrender charge may apply in the event You surrender some or all of Your Contract Value during the surrender charge period. The surrender charge schedule for Your contract, including the duration of the surrender charge period and the surrender charge percentage applicable to each contract year, is shown under Contract Data. A surrender charge applies if You surrender purchase payments received that are still in the surrender charge period. Refer to Waiver of Surrender Charges for situations when surrender charges are not deducted.

~~We determine Your surrender charge by multiplying the amount of each~~ The surrender charge amount is determined by multiplying purchase payments surrendered which could be subject to a surrender charge by the applicable surrender charge percentage, ~~and then totaling the surrender charges.~~

The amount that represents purchase payments surrendered is calculated using a prorated formula based on the percentage of Your Contract Value being surrendered. As a result, the amount that represents purchase payments surrendered may be greater than Your Contract Value surrendered. We determine the amount that represents purchase payments surrendered (PPS), purchase payments not subject to a surrender charge (PPF), and purchase payments which could be subject to a surrender charge (PPSC) by the following formula:

$$PPS = PPSC + PPF$$

$$PPSC = \left(\frac{PS - FA}{CV - FA} \right) \times (PP - PPF)$$

$$PPF = FA - \text{"contract earnings", but not less than zero}$$

- PP = Purchase payments not previously surrendered (total purchase payments – PPS)
- PS = Amount the Contract Value is reduced by the surrender
- FA = the “total free amount”
- CV = Contract Value prior to the surrender

Definition of “contract earnings”: With respect to these surrender provisions, “contract earnings” is defined as the Contract Value, less purchase payments not previously surrendered, but not less than zero.

With respect to these surrender provisions, “contract earnings” are surrendered first followed by purchase payments. ~~After calculating the amount of purchase payments surrendered, We use the surrender order described below to determine the surrender charge.~~

Definition of “total free amount”: the greater of:

- a. “contract earnings”, or
- b. the CV Waiver Percentage shown under Contract Data multiplied by Your prior Contract Anniversary Contract Value, less any prior surrenders taken in the current contract year.

*During the first contract year, “total free amount” is the greater of:

- a. “contract earnings”, or
- b. the CV Waiver Percentage shown under Contract Data multiplied by all purchase payments and any purchase payment credits applied prior to Your surrender request, less any amounts surrendered prior to Your surrender request that represent the “total free amount”.

~~Purchase Payment Surrender Order~~

~~For purposes of determining any surrender charge, purchase payments are surrendered in the following order:~~

- ~~1. First, purchase payments not subject to a surrender charge (PPF) are surrendered on a first-in, first-out basis. (No surrender charge).~~
- ~~2. Next, purchase payments that may be subject to a surrender charge (PPSC) are surrendered from purchase payments beyond the surrender charge period on a first-in, first-out basis. (No Surrender Charge)~~
- ~~3. Finally, any additional purchase payments that may be subject to a surrender charge (PPSC) are surrendered from purchase payments still in a surrender charge period on a first-in, first-out basis to minimize the surrender charge that applies to these payments.~~

Waiver of Surrender Charges

Surrender charges are waived for all of the following.

1. In each contract year during the surrender charge period, the ~~“total free amount”~~ as defined in the Surrender Charge provision; and
2. death benefit payments made in the event of the death of the Owner; and
3. amounts applied to an annuity payment plan; and
4. for Tax Qualified Contracts other than Inherited IRAs, amounts surrendered to meet applicable minimum distribution requirements under the Code to the extent they exceed amounts waived under item 1 of this provision (**Note:** Amounts surrendered under this waiver provision are limited to applicable required minimum distributions for this contract only and to one time per year unless We agree otherwise.); and
5. exercise of the Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision described below; and
6. exercise of the Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis provision described below.

Surrender proceeds will not be disbursed until we notify You of any denial of Your request for waiver of surrender charges and give You the opportunity to accept or reject surrender proceeds.

Suspension or Delay in Payment of Surrender

We have the right to suspend or delay the date of any surrender payment from the variable subaccounts for any period:

1. when the New York Stock Exchange is closed; or
2. when trading on the New York Stock Exchange is restricted; or
3. when an emergency exists as a result of which:
 - a. disposal of securities held in the variable subaccounts is not reasonably practical; or
 - b. it is not reasonably practical to fairly determine the value of the net assets of the variable subaccounts; or
4. during any other period when the Securities and Exchange Commission, by order, so permits for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions set forth in 2 and 3 exist.

Waiver of Surrender Charges upon Hospital or Nursing Home Confinement

If You are the Hospitalization/Nursing Home Waiver Benefit Age (shown under Contract Data) or younger on the Contract Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are confined in a nursing home or hospital; and
3. such confinement has lasted for 60 straight Days or began within 30 Days following a 60 Day confinement; and
4. such confinement began after the Contract Date of this contract; and
5. We receive Your surrender request no later than 91 Days after the release from the hospital or nursing home.

To qualify, a letter of proof must:

1. be signed by Your licensed physician or the hospital or nursing home administrator; and
2. be on appropriate medical letterhead; and
3. specify the confinement dates; and
4. if hospital confinement, specify hospital name, address and that it is operated pursuant to state and federal law; or
5. if nursing home confinement, specify nursing home name, address and that it meets the following definition of a nursing home.

Definition of doctor: A doctor is a physician, as defined in section 1861(r)(1) of the Federal Social Security Act, acting within the scope of his or her license in the state of licensure.

Definition of nurse: A nurse is a registered professional nurse, acting within the scope of his or her license in the state of licensure.

Definition of nursing home: To qualify, the nursing home must be a facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate licensing agency to engage primarily in providing nursing care and related services to inpatients; and:

1. provide 24 hour a day nursing service under a planned program of policies and procedures which was developed with the advice of, and is periodically reviewed and executed by, a professional group of at least one doctor and one nurse; and

2. have a doctor on duty or on call at all times to furnish medical care in case of emergency; and
3. have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds); and
4. have a nurse on duty or on call at all times; and
5. maintain clinical records for all patients; and
6. have appropriate methods and procedures for handling and administering drugs and biologicals.

If an institution or facility has multiple licenses or purposes, a portion, ward, wing or unit thereof will qualify as a nursing home only if it meets all of the above criteria, is authorized by license to provide nursing care to inpatients, and is engaged principally in providing such nursing care in accordance with that license.

Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis

If You are the TI Waiver Benefit Age (shown under Contract Data) or younger on the Contract Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are diagnosed as disabled with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of the diagnosis; and
3. such diagnosis occurred on or after the first Contract Anniversary.

You must provide Us with a letter of proof when You request the surrender. Your surrender request may be sent to Us any time after the terminal illness diagnosis and before a death benefit is payable.

To qualify, the letter of proof must:

1. be signed by Your physician who is legally qualified and licensed to practice medicine in his/her state of residence and is operating within the scope of that license; and
2. be on appropriate medical letterhead; and
3. specify the terminal illness, the expected date of death and the date the terminal illness was initially diagnosed.

Annuity Provisions

Annuity Payment

The Annuitization Start Date is the date shown under Contract Data. It can be changed by You as provided below. On the Annuitization Start Date, the amount applied to an annuity payment plan will be:

- the Contract Value after any rider charges are deducted,
- less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision.

The first payment will be made as provided by the selected plan. Before the first payment is sent, We will require satisfactory proof of the Annuitant's age and that the Annuitant is alive. We may also require that You exchange this contract for a supplemental contract which provides the annuity payments.

Change of Annuitization Start Date

You may change the Annuitization Start Date shown for this contract by Written Request or other method agreed to by Us. If You select a new date, it must be at least 30 Days after We receive Your request.

The Annuitization Start Date must be on or before the latest of:

1. the owner's 95th birthday, or
2. the 10th Contract Anniversary, or
3. such other date as agreed upon by Us.

Annuity Payment Plans

Annuity payments may be made on a fixed dollar basis, a variable basis or a combination of both. You can schedule receipt of annuity payments according to one of the Plans A through E below or another plan agreed to by Us.

Plan A — Life Income Non-Refund. This provides monthly annuity payments during the lifetime of the Annuitant. No payments will be made after the Annuitant dies.

Plan B — Life Income with Guaranteed Period. This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made for at least a period certain of five, 10 or 15 years whether or not the Annuitant is living. You must select a guaranteed period, and the minimum period certain is five years.

Plan C — Life Income with Installment Refund. This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made at least for a certain number of months whether or not the Annuitant is living. We determine the number of months by dividing the

amount applied under this plan by the amount of the first monthly annuity payment.

Plan D — Joint and Survivor Life Income Non-Refund. This provides monthly annuity payments during the lifetime of the Annuitant and joint Annuitant. When either the Annuitant or the joint Annuitant dies We will continue to make monthly payments during the lifetime of the survivor. No payments will be made after the death of both the Annuitant and joint Annuitant.

Plan E — Term Certain Installment. This provides monthly annuity payments for a period of years. The period of years may be no less than 10 nor more than 30.

Plan Selection

You may select the plan by Written Request, or other method agreed to by Us, at least 30 Days before the Annuitization Start Date. If We have not received Your Written Request to select a plan, the first annuity payment will be made 30 Days after the Annuitization Start Date according to Plan B with monthly payments guaranteed for ten years.

After the Annuitization Start Date, You cannot change to a different plan.

If the amount to be applied to a plan is less than \$2,000 or would not provide an initial monthly payment of at least \$20, We have the right to change the frequency of the payment or to make a lump sum payment of the amount that would have been applied to a plan.

Allocation of Contract Values to Provide Fixed and Variable Payments

On the Annuitization Start Date, You use the value described under the Annuity Payment provision above, to provide Fixed Annuity and/or Variable Annuity payments.

Unless We agree otherwise, You may use a maximum of ten variable subaccounts at any one time. The Special DCA Fixed Account is not available on and after the Annuitization Start Date.

Fixed Annuity Payments

A Fixed Annuity is an annuity with payments which:

1. are guaranteed as to dollar amount; and
2. do not vary in amount based on the investment performance of the variable subaccounts.

When annuity payments begin, amounts You allocate to provide fixed dollar payments will be applied to the applicable Annuity Payout Rates

Table. This will be done in accordance with the payment plan chosen. The minimum amount payable for each \$1,000 so applied is shown in Table B under the Tables of Annuity Payout Rates section.

Variable Annuity Payments

A Variable Annuity is an annuity with payments which:

1. are not predetermined or guaranteed as to dollar amount; and
2. vary in amount based on the investment performance of the variable subaccounts.

Determination of the First Variable Annuity Payment

When annuity payments begin, the amounts You allocate to provide Variable Annuity payments will be applied to the applicable Annuity Payout Rates Table. This will be done:

1. on the Annuitization Start Date; and
2. in accordance with the payment plan chosen. The amount payable for the first payment for each \$1,000 so applied is shown in Table A under the Tables of Annuity Payout Rates section.

Variable Annuity Payments After the First Payment

Variable annuity payments after the first payment vary in amount. The amount changes with the investment performance of the variable subaccounts. The dollar amount of Variable Annuity payments after the first is not fixed. It may change from month to month. The dollar amount of such payments is determined as follows.

1. The dollar amount of the first annuity payment is divided by the value of an Annuity Unit as of the Valuation Date on or next preceding the seventh Day before the Annuitization Start Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first payment. This number of Annuity Units remains fixed during the annuity payment period unless exchanged for units of any of the other variable subaccounts as provided below.
2. The fixed number of Annuity Units is multiplied by the Annuity Unit value as of the Valuation Date on or next preceding the seventh Day before the date the payment is due. The result establishes the dollar amount of the payment.

In order for the dollar amount of variable annuity payments not to decrease, the assets of the variable account must have a 5% annualized investment return.

We guarantee that the dollar amount of each payment after the first will not be affected by variations in expenses or mortality experience.

Exchange of Annuity Units

After the Annuitization Start Date, Annuity Units of any variable subaccount may be exchanged for units of any of the other variable subaccounts. This may be done no more than once in any contract year. Unless We agree otherwise You may use a maximum of ten variable subaccounts at any one time. No exchanges may be made to or from any Fixed Annuity after the Annuitization Start Date.

Tables of Annuity Payout Rates

Table A below shows the amount of the first monthly Variable Annuity payment, based on a 5% assumed investment return, for each \$1,000 of value applied under any payment plan. The amount of the first and all subsequent monthly fixed dollar annuity payments for each \$1,000 of value applied under any payment plan will be based on Our fixed dollar Table of Annuity Payout Rates in effect on the Annuitization Start Date.

Such rates are guaranteed to be not less than those shown in Table B. The amount of such annuity payments under Plans A, B and C will depend upon the sex and age of the Annuitant on the Annuitization Start Date. The amount of such annuity payments under Plan D will depend upon the sex and the age of the Annuitant and the joint Annuitant on the Annuitization Start Date.

Table A - Dollar Amount of First Monthly Variable Annuity Payment Per \$1,000 Applied

Age at Annuitization	Beginning In Year	Plan A		Plan B						Plan C		Plan D
		Life Income Non-Refund		Five Years Certain		Life Income with Ten Years Certain		Fifteen Years Certain		Life Income Installment Refund		Joint & Survivor Non-Refund Male & Female Same Age
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Age 65	2010	6.42	5.92	6.37	5.89	6.23	5.82	6.01	5.71	6.07	5.72	5.35
	2015	6.33	5.84	6.28	5.82	6.15	5.76	5.95	5.65	6.00	5.66	5.30
	2020	6.24	5.77	6.20	5.75	6.09	5.70	5.90	5.60	5.94	5.61	5.26
	2025	6.16	5.71	6.13	5.69	6.02	5.64	5.85	5.55	5.88	5.55	5.21
	2030	6.09	5.65	6.05	5.63	5.96	5.59	5.80	5.51	5.82	5.51	5.18
2035	6.01	5.59	5.99	5.58	5.90	5.54	5.75	5.47	5.77	5.46	5.14	
Age 75	2010	8.51	7.71	8.28	7.59	7.69	7.24	6.97	6.75	7.54	7.08	6.60
	2015	8.34	7.56	8.13	7.45	7.59	7.14	6.91	6.68	7.43	6.97	6.50
	2020	8.17	7.41	7.98	7.32	7.49	7.04	6.86	6.62	7.32	6.87	6.40
	2025	8.02	7.28	7.84	7.19	7.39	6.94	6.81	6.56	7.22	6.78	6.32
	2030	7.87	7.16	7.71	7.08	7.30	6.85	6.75	6.50	7.12	6.69	6.24
2035	7.73	7.04	7.59	6.97	7.21	6.76	6.70	6.45	7.03	6.61	6.16	
Age 85	2010	12.67	11.74	11.49	10.89	9.37	9.17	7.65	7.61	10.10	9.65	9.30
	2015	12.33	11.39	11.26	10.65	9.29	9.06	7.64	7.58	9.91	9.45	9.09
	2020	12.00	11.07	11.04	10.41	9.21	8.96	7.62	7.56	9.74	9.28	8.89
	2025	11.70	10.77	10.83	10.19	9.13	8.87	7.60	7.53	9.57	9.11	8.70
	2030	11.42	10.50	10.63	9.98	9.04	8.77	7.58	7.51	9.42	8.95	8.53
2035	11.15	10.24	10.44	9.78	8.96	8.67	7.56	7.48	9.28	8.80	8.37	
Age 95	2010	20.92	20.07	15.58	15.29	10.38	10.35	7.82	7.82	14.67	14.24	14.95
	2015	20.42	19.49	15.45	15.13	10.37	10.34	7.82	7.82	14.49	14.05	14.63
	2020	19.94	18.97	15.32	14.97	10.36	10.33	7.82	7.82	14.33	13.87	14.34
	2025	19.50	18.48	15.20	14.82	10.36	10.32	7.82	7.81	14.17	13.69	14.07
	2030	19.09	18.03	15.08	14.67	10.35	10.31	7.82	7.81	14.03	13.52	13.82
2035	18.70	17.61	14.96	14.53	10.34	10.30	7.82	7.81	13.90	13.37	13.59	
Age 100	2010	29.11	27.80	17.48	17.29	10.50	10.49	7.82	7.82	18.80	18.18	20.51
	2015	28.93	27.60	17.47	17.28	10.50	10.49	7.82	7.82	18.76	18.14	20.41
	2020	28.76	27.41	17.46	17.26	10.50	10.49	7.82	7.82	18.72	18.10	20.31
	2025	28.59	27.22	17.45	17.25	10.50	10.49	7.82	7.82	18.69	18.06	20.22
	2030	28.42	27.04	17.44	17.24	10.50	10.49	7.82	7.82	18.65	18.02	20.13
2035	28.26	26.86	17.44	17.22	10.50	10.49	7.82	7.82	18.62	17.98	20.04	

Table A above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G and a 5% assumed investment return. Annuity Payment rates for any plan and for any year, age, or any combination of year, age and sex not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request. Amounts shown in the Table below are based on a 5% assumed investment return.

Plan E - Dollar Amount of First Monthly Variable Annuity Payment Per \$1,000 Applied

Years Payable	Monthly Payment	Years Payable	Monthly Payment	Years Payable	Monthly Payment
10	10.51	17	7.20	24	5.88
11	9.77	18	6.94	25	5.76
12	9.16	19	6.71	26	5.65
13	8.64	20	6.51	27	5.54
14	8.20	21	6.33	28	5.45
15	7.82	22	6.17	29	5.36
16	7.49	23	6.02	30	5.28

Fixed Dollar annuity payments will not be less than those shown in Table B. In addition, the amount of such payments will not be less than that which would be provided if a single payment immediate annuity

contract then offered by Us to Annuitants in the same class were to be purchased with the surrender value of the contract.

Table B - Dollar Amounts of Each Monthly Fixed Dollar Annuity Payment Per \$1,000 Applied

Age at Annuitization	Beginning In Year	Plan A		Plan B						Plan C		Plan D
		Life Income Non-Refund		Five Years Certain		Life Income with Ten Years Certain		Fifteen Years Certain		Life Income Installment Refund		Joint & Survivor Non-Refund Male & Female Same Age
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Age 65	2010	4.65	4.19	4.63	4.18	4.53	4.13	4.37	4.05	4.12	3.86	3.68
	2015	4.57	4.12	4.54	4.10	4.46	4.06	4.31	3.99	4.07	3.81	3.63
	2020	4.48	4.05	4.46	4.04	4.39	4.00	4.25	3.93	4.01	3.77	3.58
	2025	4.41	3.98	4.39	3.97	4.32	3.94	4.19	3.88	3.96	3.72	3.54
	2030	4.33	3.92	4.31	3.92	4.25	3.89	4.14	3.83	3.92	3.68	3.50
	2035	4.26	3.87	4.25	3.86	4.19	3.84	4.08	3.79	3.87	3.64	3.46
Age 75	2010	6.73	5.98	6.56	5.90	6.10	5.64	5.45	5.21	5.39	5.06	4.99
	2015	6.56	5.84	6.41	5.77	5.99	5.53	5.39	5.14	5.30	4.98	4.89
	2020	6.40	5.70	6.27	5.64	5.89	5.43	5.33	5.07	5.22	4.90	4.80
	2025	6.25	5.57	6.13	5.52	5.78	5.33	5.27	5.01	5.13	4.82	4.71
	2030	6.11	5.45	6.00	5.40	5.69	5.24	5.22	4.94	5.06	4.75	4.63
	2035	5.98	5.34	5.88	5.30	5.59	5.15	5.16	4.88	4.99	4.69	4.56
Age 85	2010	10.82	9.93	9.86	9.26	7.94	7.72	6.23	6.18	7.54	7.20	7.71
	2015	10.49	9.60	9.63	9.02	7.85	7.61	6.22	6.16	7.39	7.05	7.50
	2020	10.18	9.30	9.41	8.78	7.76	7.50	6.20	6.13	7.26	6.92	7.31
	2025	9.89	9.01	9.20	8.56	7.68	7.40	6.18	6.10	7.14	6.80	7.13
	2030	9.62	8.75	9.00	8.35	7.59	7.30	6.16	6.08	7.03	6.68	6.97
	2035	9.36	8.51	8.81	8.16	7.50	7.20	6.14	6.05	6.93	6.58	6.82
Age 95	2010	19.03	18.18	14.17	13.86	9.04	9.00	6.41	6.41	11.46	11.10	13.36
	2015	18.54	17.63	14.04	13.70	9.03	8.99	6.41	6.41	11.34	10.97	13.06
	2020	18.09	17.13	13.91	13.54	9.02	8.98	6.41	6.41	11.23	10.85	12.78
	2025	17.67	16.67	13.78	13.38	9.02	8.97	6.41	6.41	11.12	10.74	12.52
	2030	17.28	16.24	13.66	13.23	9.01	8.96	6.41	6.41	11.03	10.64	12.28
	2035	16.90	15.84	13.54	13.09	9.00	8.95	6.41	6.41	10.94	10.55	12.06
Age 100	2010	27.22	25.92	16.18	15.97	9.17	9.16	6.42	6.42	14.96	14.46	18.93
	2015	27.05	25.73	16.17	15.96	9.17	9.16	6.42	6.42	14.94	14.43	18.83
	2020	26.88	25.54	16.16	15.95	9.17	9.16	6.42	6.42	14.91	14.41	18.74
	2025	26.72	25.36	16.15	15.93	9.17	9.16	6.42	6.42	14.89	14.38	18.65
	2030	26.56	25.19	16.14	15.92	9.17	9.16	6.42	6.42	14.86	14.36	18.56
	2035	26.41	25.02	16.13	15.91	9.17	9.16	6.42	6.42	14.84	14.33	18.47

Table B above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G at 2.0% annual effective interest rate. Annuity Payment rates for any plan and for any year, age, or any combination of year, age and sex not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request. Amounts shown in the Table below are based on a 2.0% annual effective interest rate.

Plan E - Dollar Amount of Each Monthly Fixed Dollar Annuity Payment Per \$1,000 Applied

Years Payable	Monthly Payment	Years Payable	Monthly Payment	Years Payable	Monthly Payment
10	9.18	17	5.77	24	4.36
11	8.42	18	5.50	25	4.22
12	7.80	19	5.26	26	4.10
13	7.26	20	5.04	27	3.98
14	6.81	21	4.85	28	3.87
15	6.42	22	4.67	29	3.77
16	6.07	23	4.51	30	3.68

Deferred Annuity Contract

**RiverSource Life
Insurance Company**

Offices:

[829-70100](tel:829-70100) Ameriprise Financial Center
Minneapolis, MN 55474

RiverSource  SM
Annuities

- Flexible Purchase Payments with Purchase Payment Credits Provision -- Subject to Limitations
- Optional Fixed Dollar or Variable Accumulation Values and Annuity Payments
- Annuity Payments Begin on the Annuitization Start Date
- This Contract is Nonparticipating - Dividends Are Not Payable
- Surrender Charges May Be Waived under Specified Conditions

CONTRACT DATA

Deferred Annuity Contract: **RiverSource® Innovations Select Retirement Advisor 5 Select**

Contract Number: 9920-SAMPLE Contract Date: ~~October~~ **November** 1, 2009
 Annuitant: John Doe Annuitization Start Date: ~~November~~ **October** 1, 2069
 Contract Owner: John Doe Age at Issue: 35

Application Signed State/Contract Delivery State: state

State Insurance Department: 800-ZZZ-ZZZZ

Initial Purchase Payment: \$25,000 Contract Type: Non-Qualified

Scheduled Purchase Payment:
 Annual Amount: NA

Maximum Purchase Payments Permitted:
 1st Contract Year and Total:
 - Under age 86: \$1,000,000
 - Age 86 or older and under age 91: ~~\$0~~ **\$100,000**
 - Age 91 or older: \$0

Each Contract Year thereafter:
 - Under age 86: \$100,000
 - Age 86 or older and under age 91: ~~\$0~~ **\$50,000**
 - Age 91 or older: \$0

Minimum Additional Purchase Payment: \$100

Minimum Purchase Payment or Transfer Amount
 to any Guarantee Period Account: \$1,000

Upon issuance of this contract your purchase payments have been scheduled to be paid and applied to the Fixed Account, Guarantee Period Accounts and variable subaccounts investing in funds as shown below. You may change the amount, frequency and allocations as provided in this contract. Refer to the Purchase Payments provision.

<u>Allocation</u>	<u>Payment Allocation Percentage</u>	<u>Allocation</u>	<u>Payment Allocation Percentage</u>
Fixed Account		AIM V.I.	
Regular Fixed Account	___%	Capital Appreciation Fund, Series II Shares	___%
6-month Special DCA Fixed Account	___%	Capital Development Fund, Series II Shares	___%
12-month Special DCA Fixed Account	___%	Global Health Care Fund, Series II Shares	___%
		International Growth Fund, Series II Shares	___%
Guarantee Period Accounts (GPA)		AllianceBernstein VPS	
1 Year Guarantee Period Account	___%	Global Thematic Growth Portfolio (Class B)	___%
2 Year Guarantee Period Account	___%	Growth and Income Portfolio (Class B)	___%
3 Year Guarantee Period Account	___%	International Value Portfolio (Class B)	___%
4 Year Guarantee Period Account	___%		
5 Year Guarantee Period Account	___%	American Century VP	
6 Year Guarantee Period Account	___%	Mid Cap Value, Class II	___%
7 Year Guarantee Period Account	___%	Ultra ^(R) , Class II	___%
8 Year Guarantee Period Account	___%	Value, Class II	___%
9 Year Guarantee Period Account	___%		
10 Year Guarantee Period Account	___%		

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: ~~November~~ ~~October~~ 1, 2009

<u>Allocation</u>	<u>Payment Allocation Percentage</u>	<u>Allocation</u>	<u>Payment Allocation Percentage</u>
Columbia			
High Yield Fund, Variable Series, Class B	___%	Oppenheimer	
Marsico Growth Fund, Variable Series, Class A	___%	Capital Appreciation Fund/VA, Service Shares	___%
Marsico International Opportunities Fund, Variable Series, Class B	___%	Global Securities Fund/VA, Service Shares	___%
Small Cap Value Fund, Variable Series, Class B	___%	Main Street Small Cap Fund/VA, Service Shares	___%
Credit Suisse Trust -			
Commodity Return Strategy Portfolio	___%	Strategic Bond Fund/VA, Service Shares	___%
Dreyfus			
VIF International Equity Portfolio, Service Shares	___%	PIMCO VIT	
VIF International Value Portfolio, Service Shares	___%	All Asset Portfolio, Advisor Share Class	___%
Eaton Vance VT			
Floating-Rate Income Fund	___%	RiverSource Variable Series Trust	
Fidelity^(R) VIP			
Contrafund ^(R) Portfolio Service Class 2	___%	RiverSource Partners VP	
Investment Grade Bond Portfolio Service Class 2	___%	Fundamental Value Fund	___%
Mid Cap Portfolio Service Class 2	___%	Select Value Fund	___%
Overseas Portfolio Service Class 2	___%	Small Cap Value Fund	___%
Franklin Templeton VIP Trust			
Franklin Income Securities Fund - Class 2	___%	RiverSource VP	
Templeton Global Income Securities Fund - Class 2	___%	Cash Management Fund	___%
Templeton Growth Securities Fund - Class 2	___%	Diversified Bond Fund	___%
Goldman Sachs VIT			
Mid Cap Value Fund - Institutional Shares	___%	Diversified Equity Income Fund	___%
Structured U.S. Equity Fund - Institutional Shares	___%	Dynamic Equity Fund	___%
Janus Aspen Series			
Large Cap Growth Portfolio: Service Shares	___%	Global Inflation Protected Securities Fund	___%
Legg Mason Partners Variable			
Small Cap Growth Portfolio, Class I	___%	High Yield Bond Fund	___%
MFS^(R)			
Total Return Series - Service Class	___%	Income Opportunities Fund	___%
Utilities Series - Service Class	___%	Mid Cap Value Fund	___%
Seligman VP			
Growth Fund			
Threadneedle VP			
Emerging Markets Fund			
International Opportunity Fund			
Van Kampen LIT			
Comstock Portfolio Class II Shares			
Van Kampen UIF			
Global Real Estate Portfolio, Class II Shares			
Mid Cap Growth Portfolio, Class II Shares			
Wanger			
International			
USA			

Asset Allocation Program Investment Selection: ~~Portfolio Navigator Moderate Model~~ **VP Moderate Portfolio**

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: ~~November~~ ~~October~~-1, 2009

Fixed Account Minimum Interest Rate: X%

Any purchase payments and purchase payment credits allocated to the Regular Fixed Account on the Contract Date will earn interest, for the first year, at the annual effective rate of 3.5%. New rates may be declared from time to time.

Any purchase payments and purchase payment credits allocated to the 6-Month Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of 3.5%. New rates may be declared from time to time.

Any purchase payments and purchase payment credits allocated to the 12-Month Special DCA fixed account on the Contract Date will earn interest at the annual effective rate of 3.5%. New rates may be declared from time to time.

MVA Risk Factor: 0.001

See Guarantee Period Accounts endorsement, MVA formula.

CV Waiver Percentage: 10%

See the definition of "total free amount" in the Surrender Charge provision.

Hospitalization/Nursing Home Waiver Benefit Age: 75

See Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision.

TI Waiver Benefit Age: ~~75~~400

See Waiver of Surrender Charges upon Terminal Illness Disability Diagnosis provision.

ROPP Benefit Age: ~~400~~*75

See Payments to Beneficiaries provision.

* ~~In the event of a "covered life change," then the ROPP Benefit Age is age 85.~~

Schedule of Surrender Charges: If you surrender all or a portion of this contract, a surrender charge may apply. A surrender charge applies if all or part of the Contract Value ~~is~~ ~~surrendered~~ ~~is from payments received~~ during ~~the~~ ~~surrender charge period which is~~ the ~~ten years before surrender~~ first four contract years.

<u>Contract Year</u>	<u>Surrender Charge Percentage Applied to Purchase Payments</u>
<u>1</u>	<u>7%</u>
<u>2</u>	<u>6%</u>
<u>3</u>	<u>5%</u>
<u>4</u>	<u>4%</u>
<u>Thereafter</u>	<u>0%</u>

<u>Number of Completed Years from Date of Each Purchase Payment</u>	<u>Surrender Charge Percentage Applied to Each Purchase Payment</u>
<u>0</u>	<u>8.0%</u>
<u>1</u>	<u>8.0%</u>
<u>2</u>	<u>8.0%</u>
<u>3</u>	<u>7.0%</u>
<u>4</u>	<u>6.0%</u>
<u>5</u>	<u>5.0%</u>
<u>6</u>	<u>4.0%</u>
<u>7</u>	<u>3.0%</u>
<u>8</u>	<u>2.0%</u>
<u>9</u>	<u>1.0%</u>
<u>10 +</u>	<u>0.0%</u>

CONTRACT DATA - Continued

Contract Number: 9920-SAMPLE

Contract Date: ~~November~~ ~~October~~ 1, 2009

You may surrender the greater of (1) your prior contract anniversary Contract Value multiplied by the CV Waiver Percentage shown above or (2) contract earnings each contract year during the surrender charge period without incurring a surrender charge. Refer to the Surrender Provisions.

Annual Mortality and Expense Risk Fee:

Base Fee	+	Optional Death Benefit Rider Fee	=	Total M&E Fee
.85 <u>1.20</u> %	+	0%	=	.85 <u>1.20</u> % of the daily net asset value

Annual Variable Account Administrative Charge: ~~0.15~~0% of the daily net asset value

Contract Administrative Charge:

Initial Annual Charge ~~\$40~~\$30

We reserve the right to adjust this charge after the first contract anniversary, but the charge will never exceed \$50.

Initial Annual Charge if contract value equals or exceeds \$50,000 \$0

We reserve the right to charge up to \$20 after the first contract anniversary. See Contract Administrative Charge provision.

Regular Fixed Account Purchase Payment and Transfer Limits:

1. Payments to the Regular Fixed Account are limited to 100% of each payment. (There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)
2. Transfers to the Regular Fixed Account are limited to transfer amounts which result in the Regular Fixed Account Contract Value (after the transfer) being no more than 100% of the total Contract Value. (There are no limits on transfers to the Regular Fixed Account if the transfer is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
 - a. \$10,000; or
 - b. 30% of the Regular Fixed Account Contract Value at the beginning of the contract year. All purchase payments and any purchase payment credits received into the Regular Fixed Account prior to Your transfer request are considered Your beginning of contract year value during the first contract year.

MAXIMUM FIVE-YEAR ANNIVERSARY VALUE DEATH BENEFIT RIDER

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

If the Owner or any joint Owner is a non-natural person or a revocable trust, the Annuitant will be deemed to be the Owner for any provision or benefit of this rider using the age or life of the Owner.

The Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, to which this rider is attached is hereby deleted and replaced with the following.

Amount Payable Before the Annuitization Start Date

If You die before the Annuitization Start Date while this rider is in force, then We will pay the beneficiary the greatest of the following amounts, less any purchase payment credits that are subject to reversal as described in the Purchase Payment Credits provision:

1. the Contract Value, after any rider charges have been deducted; or
2. the Return of Purchase Payment (ROPP) Value; or
3. the ~~Maximum Anniversary Value~~ Maximum Five-Year Anniversary Value (MAV5-Year MAV).

Covered Life Change Definition: A "covered life change" is either A) continuation of the contract by a spouse under the Spouse's Option to Continue Contract provision or B) an ownership change where an Owner after the ownership change was not an Owner prior to the change.

Adjustments for Partial Surrenders Definition: "Adjustments for partial surrenders" are calculated for both the MAV5-Year MAV and ROPP value separately for each partial surrender using the following formula:

$$\frac{a \times b}{c} \quad \text{where:}$$

- a = the amount Your Contract Value is reduced by the partial surrender
- b = the applicable ROPP value or MAV5-Year MAV on the date of (but prior to) the partial surrender

c = the Contract Value on the date of (but prior to) the partial surrender.

Return of Purchase Payment (ROPP) Value

If the rider is effective on the Contract Date, the ROPP value is established as the total purchase payments and any purchase payment credits. If the rider is effective on a Contract Anniversary, the ROPP value is established as the Contract Value on the later of that anniversary or the Valuation Date we receive your written request to add the rider. Adjustments are made to the ROPP value in the following circumstances.

1. Additional purchase payments and any purchase payment credits will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a "covered life change" for a spouse who continues the contract, the ROPP value is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.
4. After a "covered life change" other than for a spouse who continues the contract, the ROPP value is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:

A = the Contract Value on that date after any rider charges have been deducted, and

B = the ROPP value on that date (but prior to the reset).

Maximum Anniversary Value Maximum Five-Year Anniversary Value (MAV5-Year MAV)

The MAV5-Year MAV equals the ROPP value prior to the first initial fifth Contract Anniversary after the effective date of this rider. On each fifth Contract Anniversary after the effective date of this rider and prior to the earlier of the Maximum MAV5-Year MAV Date shown under Contract Data or Your date of death, the

MAV5-Year MAV will be increased to the Contract Value, if the Contract Value is greater.

Adjustments are made to the MAV5-Year MAV in the following circumstances.

1. Additional purchase payments and any purchase payment credits will be added to the MAV5-Year MAV.
2. Partial surrenders taken will result in "adjustments for partial surrenders" subtracted from the MAV5-Year MAV.
3. After a "covered life change" for a spouse who continues the contract, the MAV5-Year MAV is reset to the Contract Value on the date of continuation after any rider charges have been deducted and after any increase to the Contract Value due to the death benefit that would otherwise have been paid.
4. After a "covered life change" other than for a spouse who continues the contract, the MAV5-Year MAV is reset on the Valuation Date We receive Your Written Request for the "covered life change" to the lesser of A or B where:
A = the Contract Value on that date after any rider charges have been deducted, and
B = the MAV5-Year MAV on that date (but prior to the reset).

Rider Charges

An Optional Death Benefit Rider Fee for this rider is included in the Annual Mortality and Expense Risk Fee shown under Contract Data. This increases the Mortality and Expense Risk Charge which is deducted from each variable subaccount on a daily basis as described in Your contract.

If the rider is terminated by a "covered life change" or on the Annuitization Start Date, the Optional Death Benefit Rider Fee for this rider will be removed from the Annual Mortality and Expense Risk Fee from that point forward.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

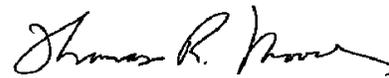
1. If there has been any "covered life change" where You, as redefined, were older than the MAV5-Year MAV Benefit Age (shown under Contract Data) on the date of the "covered life change", then the rider will terminate and the Amount Payable Before the Annuitization Start Date provision in the PAYMENTS TO BENEFICIARIES section of the contract, including any attached endorsement, will be reinstated.
2. The rider will terminate on the Annuitization Start Date.
3. After the death benefit is payable, unless the spouse continues the contract as described in the Spouse's Option to Continue Contract provision, the rider will terminate.
4. Termination of the contract for any reason will terminate the rider.

Upon termination of this rider, any additional death benefit provided by the rider will not be payable upon Your death.

Effective Date

This rider is effective as of the Contract Date of this contract unless a different date is shown under Contract Data.

RiverSource Life Insurance Company



Secretary

Maximum Five-Year Anniversary Value Death Benefit Rider

Rider Effective Date: ~~October~~ November 1, 2009

5-Year MAV Benefit Age: ~~79~~75*

*Applicable for "covered life changes" only.

Maximum 5-Year MAV Date: Your 81st birthday

~~DP411278~~DP411291

Guaranteed Lifetime Withdrawal Benefit Rider

Joint Life

SecureSource Stages[®] 2 Rider

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and Rider Charges provision.

~~A Withdrawal during the Waiting Period will set benefits to zero until the end of the Waiting Period.~~
Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

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

Definitions

The following words are often used in this rider. When We use these words, this is what We mean:

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the ~~Waiting Period and after the~~ younger Covered Spouse has reached the youngest age in the first Age Band shown under Contract Data. ~~When~~After the ALP is ~~available~~available ~~Waiting Period~~, the annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with ~~a set of two~~ Lifetime Payment Percentages. The younger Covered Spouse must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to the younger Covered Spouse's age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

The Annual Step-Up is an increase in the Benefit Base and/or the Principal Back Guarantee and a possible increase in the Lifetime Payment Percentage that is available each Rider Anniversary if Your Contract

Value increases, subject to certain conditions as described in the Rider Anniversary Processing provision.

Benefit Base (BB)

The Benefit Base is used in the calculation of the Annual Lifetime Payment and the annual rider charge. The BB cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used in the calculation of the Rider Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Spouses

The Covered Spouses are established on the Rider Effective Date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse as defined under federal law, as named on the application and as shown under Contract Data for as long as the marriage is valid and in effect. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Spouses are the Annuitant and the legally married spouse of the Annuitant. After death or dissolution of marriage, the remaining Covered Spouse will be used when referring to the younger Covered Spouse.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken ~~after the Waiting Period and~~ before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment ~~when~~after the ALP is ~~available~~established.

Excess Withdrawal Processing

~~After the Waiting Period~~, Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment and is shown under Contract Data. Two percentages are shown for each Age Band, Percentage A and Percentage B, and the percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a ~~warranty~~warranty ~~guarantee~~ that total Withdrawals will not be less than purchase payments You have made, increased by Annual Step-

ups, as long as there is no Excess Withdrawal or benefit reset.

Remaining Annual Lifetime Payment (RALP)

As You ~~make take~~ Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that year is reduced. ~~Whenever~~ After the ALP is ~~available~~ established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Credit, Rider Credit Date

The Rider Credit is an amount that can be added to the Benefit Base on all Rider Credit Dates as long as no Withdrawals have been taken since the Rider Effective Date and You do not decline any Annual Rider Fee increase as described in the Rider Charges provision. Rider Credit Dates are the dates shown under Contract Data on which Rider Credits can be added to the Benefit Base, subject to certain limitations as described in the Rider Anniversary Processing provision.

Rider Effective Date

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

Waiting Period

The Waiting Period is the number of years, shown under Contract Data, before You can take a Withdrawal without ~~affecting benefits under the rider~~. limiting benefits under the rider. If a Withdrawal is taken in the Waiting Period, the lifetime benefit amount will be determined using Percentage B, for the appropriate Age Band, as long as rider benefits are payable. The Waiting Period starts on the Rider Effective Date. The day prior to the Rider Anniversary, after the number of years shown, is the last day of the Waiting Period.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is one of the components used to determine the Lifetime Payment Percentage. ~~after the Waiting Period.~~ The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year ~~that the lifetime benefit is available~~ after the lifetime benefit is established. The younger Covered Spouse's age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

~~The~~ If a Withdrawal is taken during the Waiting Period, the lifetime benefit amount ~~can vary~~ will always be based on ~~Your Attained Age and~~ Percentage B.

If no Withdrawals are taken during the Waiting Period, the lifetime benefit amount after the Waiting Period can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year after the Waiting Period, the percentage used to determine the benefit amount is set as Percentage A or Percentage B when the first

Withdrawal is taken and fixed for the remainder of that year.

~~At any time after the Waiting Period, as~~ As long as Your total Withdrawals during the current year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits may be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount ~~and Principal Back Guarantee~~ can be increased if a Rider Credit is available or Your Contract Value has increased on a Rider Anniversary ~~as described in~~. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

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

1. the Rider Effective Date if the younger Covered Spouse has already reached the youngest age in the first Age Band.
2. the date the younger Covered Spouse's Attained Age equals the youngest age in the first Age Band.
3. upon the first death of a Covered Spouse, then
 - (A) the date we receive a Written Request when the death benefit is not payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (B) the date spousal continuation is effective when the death benefit is payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (C) the date the surviving Covered Spouse reaches the youngest age in the first Age Band.
4. Following dissolution of marriage of the Covered Spouses,
 - (A) the date we receive a Written Request if the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) has already reached the youngest age in the first Age Band, or
 - (B) the date the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) reaches the youngest age in the first Age Band.

The ALP will be available on later of (1) the Rider Anniversary after the Waiting Period or (2) the date the ALP is established.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by

the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

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

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP.

The ~~RALP will be zero during the Waiting Period.~~

After the Waiting Period, the RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. Two Lifetime Payment Percentages are shown for each Age Band under Contract Data, Percentage A and Percentage B. Throughout the remainder of this rider, Your Lifetime Payment Percentage will be either Percentage A or Percentage B for a given Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is the percentage shown under Contract Data for the younger Covered Spouse's Attained Age.

2. On the younger Covered Spouse's subsequent birthdays

Except as noted below, if the younger Covered Spouse's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline any Annual Rider Fee increase or if a Withdrawal has been taken since the ALP was ~~made available~~established, then the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

4. Upon death or change in marital status

In the event of death or dissolution of marriage:

- (A) If no Withdrawal has been taken since the ALP was ~~available~~established and no

Annual Rider Fee increase has been declined, the Lifetime Payment Percentage will be reset based on the Age Band for the remaining Covered Spouse's Attained Age.

- (B) If the ALP is not established but the remaining Covered Spouse has reached the youngest age in the first Age Band, the remaining Covered Spouse's Attained Age will be used to determine the Age Band for the Lifetime Payment Percentage.

In the event of remarriage of the Covered Spouses to each other, the Lifetime Payment Percentage used is the percentage for the younger Covered Spouse's Attained Age.

Percentage A and Percentage B

The following determines whether Percentage A or Percentage B is used.

- 1. During the Waiting Period;**
Percentage ~~AB~~ will be used ~~to determine~~.
- 2. If a Withdrawal is taken during the amount Waiting Period**
Percentage B will be used as long as rider benefits are payable to beneficiaries under.
- 3. If no Withdrawals are taken during the Principal Back Guarantee described in the Death Benefit Before the Annuitization Start Date provision. Waiting Period**

After the Waiting Period, a comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether Percentage A or Percentage B is used to calculate the ALP unless the percentage is fixed as described below. On each Valuation Date, if the value calculated below is less than the Adjustment Threshold shown under

Contract Data, then Percentage A shown under Contract Data is used in calculating Your ALP, otherwise Percentage B is used. The value is calculated as follows, but it will not be less than zero:

1 - (a/b)

- a** = Contract Value at the end of the prior valuation period
- b** = WAB at the end of the prior valuation period

After the ALP is ~~available~~ **established and after the Waiting Period**, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

~~Percentage A or Percentage B will be determined~~ **However**, at the earliest of (1), (2) or (3) below, **Percentage A or Percentage B will be set** and remain fixed ~~for~~ as long as the benefit is payable:

- (1) if the ALP is established, when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by Lifetime Payment Percentage B for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the remaining Covered Spouse's date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to Percentage A if more favorable to You.

Rider Effective Date Values, Effect of Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

~~Before a Withdrawal is taken in the Waiting Period and at any time after the Waiting Period, the WAB, CB (unless it has been permanently set to zero),~~ **If the WAB and CB are greater than zero, the WAB and CB will be increased by the amount of each additional purchase payment.**

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

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, the CB will be permanently reset to zero when the first Withdrawal is taken, and there will be no additional Rider Credits.

Whenever a Withdrawal is taken:

(A) If the first Withdrawal is taken during the Waiting Period, the WAB, ~~BB and PBG~~ will be set equal permanently reset to zero ~~until~~.

~~_____ If the end of the Waiting Period.~~

~~Whenever a first~~ Withdrawal is taken after the Waiting Period:

~~(A) The, the~~ WAB will be reduced by the "Adjustment for Withdrawal." ~~_____~~

(B) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB does not change and the PBG is reduced by the amount of the Withdrawal, but it will not be less than zero.

(C) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB will be reduced by the "Adjustment for Withdrawal," and the PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," but it will not be less than zero.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur as follows:

- (i) the PBG will be reset to the lesser of:
 - (a) the PBG reduced by the amount of the Withdrawal, but it will not be less than zero; or
 - (b) the PBG minus the RALP on the date of (but prior to) the Withdrawal and further reduced by an amount

calculated as follows, but it will not be less than zero:

$$\frac{a \times b}{c} \quad \text{where:}$$

- a = the amount of the Withdrawal minus the RALP
- b = the PBG minus the RALP on the date of (but prior to) the Withdrawal
- c = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

(ii) the BB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d = the amount of the Withdrawal minus the RALP
- e = the BB on the date of (but prior to) the Withdrawal
- f = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

Adjustment for Withdrawal Definition: When the WAB, PBG or BB is reduced by a Withdrawal in the same proportion as the Contract Value is reduced, the proportional amount deducted is the "Adjustment for Withdrawal." The "Adjustment for Withdrawal" is calculated as follows:

$$\frac{g \times h}{i} \quad \text{where:}$$

- g = the amount the Contract Value is reduced by the Withdrawal
- h = the WAB, BB or PBG (as applicable) on the date of (but prior to) the Withdrawal
- i = the Contract Value on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the WAB, BB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries.

1. On the Rider Anniversary following the Waiting Period

~~If a Withdrawal was taken during the Waiting Period and You did not decline any Annual Rider Fee increase as described in the Rider Charges provision, the BB, WAB and PBG are reset to the Contract Value.~~

~~If a Withdrawal was taken during the Waiting Period and You declined any Annual Rider Fee increase, the BB, WAB and PBG are reset as described in the Rider Charges provision.~~

21. On Rider Credit Dates

If You did not take any Withdrawals and You did not decline any Annual Rider Fee increase, a Rider Credit may be available. On the first Rider Credit Date, the Rider Credit equals the CB 180 days following the Rider Effective Date multiplied by the Rider Credit Percentage shown under Contract Data for the first Rider Credit

Date. On any subsequent Rider Credit Date, the Rider Credit equals the CB as of the prior Rider Credit Date multiplied by the Rider Credit Percentage associated with the current Rider Credit Date.

On the first Rider Credit Date the BB and WAB, if greater than zero, will be set to the greater of:

- (A) the current BB, or
- (B) the BB 180 days following the Rider Effective Date increased by the Rider Credit and any additional purchase payments since 180 days following the Rider Effective Date.

On any subsequent Rider Credit Dates the BB and WAB, if greater than zero, will be set to the greater of:

- (A) the current BB, or
- (B) the BB on the prior Rider Credit Date increased by the Rider Credit and any additional purchase payments since the prior Rider Credit Date.

If the CB is greater than zero, the CB will be permanently reset to zero on the last Rider Credit Date after any adjustment to the WAB and BB, and there will be no additional Rider Credits.

2. Annual Step Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. ~~If You take any Withdrawals during the Waiting Period, the Annual Step-up will not be available until the Rider Anniversary following the Waiting Period.~~ If You decline any Annual Rider Fee increase,

future Annual Step-ups will no longer be available.

The Annual Step-up will be executed on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Rider Credit is added. If an Annual Step-up is executed, the PBG, BB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Rider Credit is added) will be increased to the Contract Value, if the Contract Value is greater.
- (C) If the younger Covered Spouse's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

43. The WAB on Rider Anniversaries

Unless the WAB is permanently reset to zero or You decline any Annual Rider Fee increase ~~or take a Withdrawal during the Waiting Period~~, the WAB (after any Rider Credit is added) will be increased to the Contract Value, if the Contract Value is greater. ~~If a Withdrawal was taken during the Waiting Period, the WAB will be increased to the Contract Value, if the Contract Value is greater, starting on the Rider Anniversary following the Waiting Period.~~

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the RALP on the most recent Rider Anniversary, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

1. the ALP is available, established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and

regulations thereunder that were in effect on the Rider Effective Date.

All any Withdrawal during is taken in the Waiting Period, including RMDs, Percentage B for the appropriate Age Band will reset the be used as long as rider benefits as described in the Rider Anniversary Processing provision, item 1. ~~After the Waiting Period, any~~ are payable. Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing. The amount in excess of the RALP that is not subject to Excess Withdrawal Processing will be recalculated if the ALP changes due to Lifetime Payment Percentage changes.

Investment Options and Limits

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options shown under Contract Data, ranging from conservative to more aggressive risk classifications. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any Annual Rider Fee increase as described in the Rider Charges provision.

Accumulation phases are periods of time (1) beginning on the Rider Effective Date and ending with Your first Withdrawal and (2) beginning with a benefit reset due to an investment option change as described in this provision and ending with any subsequent Withdrawal. During these accumulation phases, You can allocate Your Contract Value to any available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments and any purchase payment credits to one of the available investment options. The number of elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

Withdrawal phases are periods of time starting with Your first Withdrawal while You are in an accumulation phase and continuing until You reallocate Your Contract Value to an investment option that is more

aggressive than the Target Investment Option Classification. If Your current investment option classification is more aggressive than the Target Investment Option Classification shown under Contract Data and if You take a Withdrawal, then We will reallocate Your Contract Value to an investment option with the Target Investment Option Classification immediately following a Withdrawal. We reserve the right to change the Target Investment Option Classification to an investment option classification that is more aggressive after 30 days written notice.

If You are in a withdrawal phase and if You choose to allocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification, You will be in the accumulation phase again. ~~(If the reallocation occurs during the Waiting Period, the prior Withdrawal will have already reset Your benefits to zero until the end of the Waiting Period.) If the reallocation occurs after the Waiting Period,~~ Your rider benefits will be reset when You choose the more aggressive investment option as follows:

1. the BB, PBG and WAB, **if greater than zero,** will be reset to the Contract Value, if less than their current amount; and
2. the ALP and RALP, if available, will be recalculated.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate Your Contract Value, additional purchase payments and any purchase payment credits as provided in the contract.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline any Annual Rider Fee increase as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on an anniversary is less than four times the

BB multiplied by Lifetime Payment Percentage B for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment option selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners, (2) automated transfers necessary to adjust Contract Value allocations to match the allocation percentages utilized in certain investment options, or (3) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value. You cannot specify from which accounts and subaccounts the Withdrawal is to be taken.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Rider Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of both Covered Spouses.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of both Covered Spouses.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

- We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate

Spouse's Option to Continue Contract

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

1. The rider continues as part of the contract.
2. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
3. At the time of spousal continuation, a Step-up may be available. If the spousal continuation Step-up is processed, the Step-up date is the Valuation Date spousal continuation is effective. All Annual Step-up rules also apply to the spousal continuation Step-up, except that the RALP will be calculated as the ALP after the Step-up less all prior Withdrawals made during the current contract year, but it will not be less than zero. The WAB, if greater than zero, will be increased to the Contract Value, if the Contract Value is greater.

Death Benefit Before the Annuitization Start Date

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

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or

- elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision above.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the PBG is greater than zero and the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the PBG is greater than zero and the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage used for the youngest age in the first Age Band shown under Contract Data will be paid annually until total payments to the beneficiary are equal to the PBG.

In (1) and (2) above:

- After the date of death, there will be no additional Rider Credits or Annual Step-ups.
 - The Lifetime Payment Percentage used will be set as of the date of death.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that year.
3. On the remaining Covered Spouse's date of death, if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Rider Credits.
 4. If the PBG equals zero, the benefit terminates. No further payments are made.

Change of Ownership

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

If the owner is a natural person, only the Covered Spouses can be owners. If there is a non-natural or revocable trust owner, one of the Covered Spouses must be the Annuitant. Ownership changes are only allowed between the Covered Spouses and are subject to Our approval, if allowed by state law. No other ownership changes are allowed as long as the rider is in force.

Assignment

If allowed by state law, an assignment is subject to Our approval.

Annuity Provisions

Only if the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of the death of both Covered Spouses or depletion of the PBG. If You choose to receive the ALP, the amount payable each year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that year. These annualized amounts will be paid in monthly installments until the later of death of both Covered Spouses or depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee associated with Your initial investment option is shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in

advance except as described below. The new fee will be in effect on the date We declare in the written notice.

- (A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:
- (i) all future Annual Step-ups and spousal continuation Step-ups,
 - (ii) any ability to make additional purchase payments,
 - (iii) any future Rider Credits, and the CB will be permanently reset to zero, and
 - (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries, and
 - (v) the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive investment option will further limit the investment options available to the then current and less aggressive investment options.

If You decline any Annual Rider Fee increase, the WAB will not be increased on Rider Anniversaries.

~~If You take a Withdrawal during the Waiting Period, on the Rider Anniversary at the end of the Waiting Period, the PBG and BB will be set equal to the lesser of:~~

~~(i) the applicable PBG or BB at the time of the first Withdrawal, plus any purchase~~

~~payments made since the first Withdrawal, minus total Withdrawals taken, or~~

~~(ii) the Contract Value.~~

~~The WAB will be set equal to the BB.~~

- (B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25% ~~percentage points~~ higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.
2. Your Annual Rider Fee may increase if You elect to change to an investment option with a more aggressive risk classification than Your current investment option and if the new investment option has a higher current Annual Rider Fee. The Annual Rider Fees associated with the available investment options may change at Our discretion, however these changes will not apply to this rider unless You change Your investment option to one with a more aggressive risk classification. The new fee will be in effect on the Valuation Date We receive Your Written Request to change Your investment option.

If the rider fee changes during a contract year, We will calculate an average rider charge, for that contract year only, that reflects the various different fees that were in effect that year, adjusted for the number of Days each fee was in effect.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, continuation of the contract by any one other than a Covered Spouse will terminate the rider. However, if the Covered Spouse continues the contract as an Inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan under the Code, the rider will terminate.
2. The rider will terminate on the Annuitization Start Date.

3. In relation to certain Annual Rider Fee increases as described in the Rider Charges provision, Your Written Request will terminate the rider.
4. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
5. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company


Secretary

Guaranteed Lifetime Withdrawal Benefit Rider *SecureSource Stages*® 2 Rider

Covered Spouses John Doe
Jane Doe

Rider Effective Date ~~October~~ November 1, 2009

Initial Annual Rider Fee 1.4035%

Maximum Annual Rider Fee 2.50%

Maximum BB, CB, WAB and PBG \$10,000,000

Waiting Period 3 Years

Adjustment Threshold 20%

Rider Credit Dates	Rider Credit Percentage
1 st Rider Anniversary	6% <u>8%</u>
2 nd Rider Anniversary	6%
3 rd Rider Anniversary	6%
4 th Rider Anniversary	6%
5 th Rider Anniversary	6%
6 th Rider Anniversary	6%
7 th Rider Anniversary	6%
8 th Rider Anniversary	6%
9 th Rider Anniversary	6%
10 th Rider Anniversary	6%

Age Bands*	Lifetime Payment Percentage*	
	Percentage A**	Percentage B**
50-58	4%	3%
59-64	5%	4%
65-79	6%	5%
80+	7%	6%

* After the Waiting Period, lifetime benefit is established, the younger Covered Spouse's Attained Age at the first Withdrawal will set the Age Band. See the "Age Band for the Lifetime Payment Percentage" section of the Lifetime Payment Percentage provision for exceptions.

** During the Waiting Period, Percentage B will be used. If a Withdrawal is taken in a the Waiting Period, Percentage B will be used as long as rider benefits are payable. If no Withdrawal is taken in the Waiting Period, the first Withdrawal in any contract year after the Waiting Period will set the percentage as either Percentage A or Percentage B, and it will not change for the remainder of the contract year. See the "Percentage A and Percentage B" section of the Lifetime Payment Percentage provision.

Initial Investment Selection Moderately Aggressive

Target Investment Option Classification Moderate

Number of Elective Investment Option Changes Permitted Per Contract Year 2

Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the Portfolio Navigator asset allocation program. The Portfolio Navigator asset allocation program contains certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. several RiverSource Variable Portfolio fund of funds with investment asset mixes that range from conservative to aggressive. You may select from the following RiverSource Variable Portfolio Navigator models funds: Conservative Portfolio, Moderately Conservative Portfolio, Moderate Portfolio, Moderately Aggressive Portfolio and Aggressive Portfolio. If you elect to change asset allocation models to a more aggressive fund, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of your rider.

Guaranteed Lifetime Withdrawal Benefit Rider

Single Life

SecureSource Stages[®] 2 Rider

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and Rider Charges provision.

~~A Withdrawal during the Waiting Period will set benefits to zero until the end of the Waiting Period.~~
Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

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

Definitions

The following words are often used in this rider. When We use these words, this is what We mean:

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the ~~Waiting Period and after the~~ Covered Person has reached the youngest age in the first Age Band shown under Contract Data. ~~When~~ After the ~~ALP is available~~ Waiting Period, the annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with ~~a set of two~~ Lifetime Payment Percentages. You must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to Your age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

The Annual Step-Up is an increase in the Benefit Base and/or the Principal Back Guarantee and a possible increase in the Lifetime Payment Percentage that is available each Rider Anniversary if Your Contract Value increases, subject to certain conditions as

described in the Rider Anniversary Processing provision.

Benefit Base (BB)

The Benefit Base is used in the calculation of the Annual Lifetime Payment and the annual rider charge. The BB cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used in the calculation of the Rider Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Person

The Covered Person is the person whose life is used to determine when the Annual Lifetime Payment is established and the duration of the ALP payments. The Covered Person is the oldest owner unless otherwise specified under Contract Data. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Person is the oldest Annuitant.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken ~~after the Waiting Period and~~ before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment ~~when~~ after the ALP is ~~available~~ established.

Excess Withdrawal Processing

~~After the Waiting Period~~, Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment and is shown under Contract Data. Two percentages are shown for each Age Band, Percentage A and Percentage B, and the percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a ~~warranty~~ guarantee that total Withdrawals will not be less than purchase payments You have made, increased by Annual Step-ups, as long as there is no Excess Withdrawal or benefit reset.

Remaining Annual Lifetime Payment (RALP)

As You ~~make~~ take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that year is reduced.

~~Whenever~~After the ALP is ~~available~~established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Credit, Rider Credit Date

The Rider Credit is an amount that can be added to the Benefit Base on all Rider Credit Dates as long as no Withdrawals have been taken since the Rider Effective Date and You do not decline any Annual Rider Fee increase as described in the Rider Charges provision. Rider Credit Dates are the dates shown under Contract Data on which Rider Credits can be added to the Benefit Base, subject to certain limitations as described in the Rider Anniversary Processing provision.

Rider Effective Date

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

Waiting Period

The Waiting Period is the number of years, shown under Contract Data, before You can take a Withdrawal without ~~affecting benefits under the rider~~limiting benefits under the rider. If a Withdrawal is taken in the Waiting Period, the lifetime benefit amount will be determined using Percentage B, for the appropriate Age Band, as long as rider benefits are payable. The Waiting Period starts on the Rider Effective Date. The day prior to the Rider Anniversary, after the number of years shown, is the last day of the Waiting Period.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is one of the components used to determine the Lifetime Payment Percentage ~~after the Waiting Period~~. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year ~~that the lifetime benefit is available~~after the lifetime benefit is established. Your age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

~~The~~If a Withdrawal is taken during the Waiting Period, the lifetime benefit amount ~~can vary~~will always be based on ~~Your Attained Age~~ and Percentage B.

If no Withdrawals are taken during the Waiting Period, the lifetime benefit amount after the Waiting Period can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year after the Waiting Period, the percentage used to determine the benefit amount is set as Percentage A or Percentage B when the first Withdrawal is taken and fixed for the remainder of that year.

At any time after the Waiting Period, as long as Your total Withdrawals during the current year do not exceed the lifetime benefit amount, You will not

be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits may be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount ~~and Principal Back Guarantee~~ can be increased if a Rider Credit is available or Your Contract Value has increased on a Rider Anniversary ~~as described in~~. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the later of (1) the Rider Effective Date if the Covered Person has reached the youngest age in the first Age Band, or (2) the date the Covered Person's Attained Age equals the youngest age in the first Age Band. ~~The ALP will be available on later of (1) the Rider Anniversary after the Waiting Period or (2) the date the Covered Person's Attained Age equals the youngest age in the first Age Band.~~

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

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

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP.

~~The RALP will be zero during the Waiting Period.~~

~~After the Waiting Period, the~~ RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. Two Lifetime Payment Percentages are shown for each Age Band under Contract Data, Percentage A and Percentage B. Throughout the remainder of this rider, Your Lifetime Payment Percentage will be either Percentage A or Percentage B for a given Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is the percentage shown under Contract Data for the Covered Person's Attained Age.

2. On the Covered Person's subsequent birthdays

Except as noted below, if the Covered Person's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline any Annual Rider Fee increase or if a Withdrawal has been taken since the ALP was ~~made available~~established, then the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

Percentage A and Percentage B

The following determines whether Percentage A or Percentage B is used.

1. During the Waiting Period,

Percentage ~~AB~~ will be used ~~to determine~~.

2. If a Withdrawal is taken during the

~~amount~~Waiting Period

Percentage B will be used as long as rider benefits are payable ~~to beneficiaries under~~.

3. If no Withdrawals are taken during the ~~Principal~~

~~Back Guarantee described in the Death Benefit Before the Annuitization Start Date provision.~~

Waiting Period

After the Waiting Period, a comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether Percentage A or Percentage B is used to calculate the ALP unless the percentage is fixed as described below. On each Valuation Date, if the value calculated below is less than the Adjustment Threshold shown under Contract Data, then Percentage A shown under Contract Data is used in calculating Your ALP, otherwise Percentage B is used. The value is calculated as follows, but it will not be less than zero:

1 - (a/b)

a = Contract Value at the end of the prior valuation period

b = WAB at the end of the prior valuation period

After the ALP is ~~available~~established and after the Waiting Period, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

~~Percentage A or Percentage B will be determined.~~ However, at the earliest of (1), (2) or (3) below, Percentage A or Percentage B will be set and remain fixed ~~for~~ as long as the benefit is payable:

- (1) if the ALP is established, when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by Lifetime Payment Percentage B for Your current Age Band, or

- (2) when the Contract Value reduces to zero, or
- (3) on the date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to Percentage A if more favorable to You.

Rider Effective Date Values, Effect of Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

~~Before a Withdrawal is taken in the Waiting Period and at any time after the Waiting Period, the WAB, CB (unless it has been permanently set to zero),~~ If the WAB and CB are greater than zero, the WAB and CB will be increased by the amount of each additional purchase payment.

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

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, the CB will be permanently reset to zero when the first Withdrawal is taken, and there will be no additional Rider Credits.

Whenever a Withdrawal is taken:

(A) If the first Withdrawal is taken during the Waiting Period, the WAB, ~~BB and PBG~~ will be ~~set equal~~ permanently reset to zero ~~until~~

_____ If the end of the Waiting Period.

Whenever a first Withdrawal is taken after the Waiting Period:

~~(A) The, the~~ WAB will be reduced by the "Adjustment for Withdrawal: _____"

(B) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB does not change and the PBG is reduced by the amount of the Withdrawal, but it will not be less than zero.

(C) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB will be reduced by the "Adjustment for Withdrawal," and the PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," but it will not be less than zero.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur as follows:

- (i) the PBG will be reset to the lesser of:
 - (a) the PBG reduced by the amount of the Withdrawal, but it will not be less than zero; or
 - (b) the PBG minus the RALP on the date of (but prior to) the Withdrawal and further reduced by an amount calculated as follows, but it will not be less than zero:

a X b where:
c

- a = the amount of the Withdrawal minus the RALP
- b = the PBG minus the RALP on the date of (but prior to) the Withdrawal
- c = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

- (ii) the BB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
e = the BB on the date of (but prior to) the Withdrawal
f = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

Adjustment for Withdrawal Definition: When the WAB, PBG or BB is reduced by a Withdrawal in the

same proportion as the Contract Value is reduced, the proportional amount deducted is the "Adjustment for Withdrawal." The "Adjustment for Withdrawal" is calculated as follows:

$$\frac{g \times h}{i} \quad \text{where:}$$

- g** = the amount the Contract Value is reduced by the Withdrawal
h = the WAB, BB or PBG (as applicable) on the date of (but prior to) the Withdrawal
i = the Contract Value on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the WAB, BB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries.

1. On the Rider Anniversary following the Waiting Period

~~If a Withdrawal was taken during the Waiting Period and You did not decline any Annual Rider Fee increase as described in the Rider Charges provision, the BB, WAB and PBG are reset to the Contract Value.~~

~~If a Withdrawal was taken during the Waiting Period and You declined any Annual Rider Fee increase, the BB, WAB and PBG are reset as described in the Rider Charges provision.~~

21. On Rider Credit Dates

If You did not take any Withdrawals and You did not decline any Annual Rider Fee increase, a Rider Credit may be available. On the first Rider Credit Date, the Rider Credit equals the CB 180 days following the Rider Effective Date multiplied by the Rider Credit Percentage shown under Contract Data for the first Rider Credit Date. On any subsequent Rider Credit Date, the Rider Credit equals the CB as of the prior Rider Credit Date multiplied by the Rider Credit Percentage associated with the current Rider Credit Date.

On the first Rider Credit Date the BB and WAB, **if greater than zero**, will be set to the greater of:

- (A) the current BB, or
 (B) the BB 180 days following the Rider Effective Date increased by the Rider Credit and any additional purchase payments since 180 days following the Rider Effective Date.

On any subsequent Rider Credit Dates the BB and WAB, **if greater than zero**, will be set to the greater of:

- (A) the current BB, or
 (B) the BB on the prior Rider Credit Date increased by the Rider Credit and any additional purchase payments since the prior Rider Credit Date.

If the CB is greater than zero, the CB will be permanently reset to zero on the last Rider Credit Date after any adjustment to the WAB and BB, and there will be no additional Rider Credits.

2. Annual Step Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. ~~If You take any Withdrawals during the Waiting Period, the Annual Step-up will not be available until the Rider Anniversary following the Waiting Period.~~ If You decline any Annual Rider Fee increase, future Annual Step-ups will no longer be available.

The Annual Step-up will be executed on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Rider Credit is added. If an Annual Step-up is executed, the PBG, BB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
 (B) The BB (after any Rider Credit is added) will be increased to the Contract Value, if the Contract Value is greater.
 (C) If the Covered Person's Attained Age on the Rider Anniversary is in a higher Age Band

and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

43. The WAB on Rider Anniversaries

Unless the WAB is permanently reset to zero or You decline any Annual Rider Fee increase ~~or~~

~~take a Withdrawal during the Waiting Period,~~ the WAB (after any Rider Credit is added) will be increased to the Contract Value, if the Contract Value is greater. ~~If a Withdrawal was taken during the Waiting Period, the WAB will be increased to the Contract Value, if the Contract Value is greater, starting on the Rider Anniversary following the Waiting Period.~~

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the RALP on the most recent Rider Anniversary, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

1. the ALP is available, established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and

regulations thereunder that were in effect on the Rider Effective Date.

If any Withdrawal ~~during~~ is taken in the Waiting Period, including RMDs, Percentage B for the appropriate Age Band will reset the be used as long as rider benefits as described in the Rider Anniversary Processing provision, item 1. After the Waiting Period, any are payable. Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing. The amount in excess of the RALP that is not subject to Excess Withdrawal Processing will be recalculated if the ALP changes due to Lifetime Payment Percentage changes.

Investment Options and Limits

This rider requires 100% allocation of purchase payments, any purchase payment credits and Your Contract Value to one of various specified investment options shown under Contract Data, ranging from conservative to more aggressive risk classifications. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any Annual Rider Fee increase as described in the Rider Charges provision.

Accumulation phases are periods of time (1) beginning on the Rider Effective Date and ending with Your first Withdrawal and (2) beginning with a benefit reset due to an investment option change as described in this provision and ending with any subsequent Withdrawal. During these accumulation phases, You can allocate Your Contract Value to any available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments and any purchase payment credits to one of

the available investment options. The number of elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

Withdrawal phases are periods of time starting with Your first Withdrawal while You are in an accumulation phase and continuing until You reallocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification. If Your current investment option classification is more aggressive than the Target Investment Option Classification shown under Contract Data and if You take a Withdrawal, then We will reallocate Your Contract Value to an investment option with the Target Investment Option Classification immediately following a Withdrawal. We reserve the right to change the Target Investment Option Classification to an investment option classification that is more aggressive after 30 days written notice.

If You are in a withdrawal phase and if You choose to allocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification, You will be in the accumulation phase again. ~~(If the reallocation occurs during the Waiting Period, the prior Withdrawal will have already reset Your benefits to zero until the end of the Waiting Period.) If the reallocation occurs after the Waiting Period,~~ Your rider benefits will be reset when You choose the more aggressive investment option as follows:

1. the BB, PBG and WAB, if greater than zero, will be reset to the Contract Value, if less than their current amount; and
2. the ALP and RALP, if available, will be recalculated.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate Your Contract Value, additional purchase payments and any purchase payment credits as provided in the contract.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline any Annual Rider Fee increase as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on an anniversary is less than four times the BB multiplied by Lifetime Payment Percentage B for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment option selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners, (2) automated transfers necessary to adjust Contract Value allocations to match the allocation percentages utilized in certain investment options, or (3) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value. You cannot specify from which accounts and subaccounts the Withdrawal is to be taken.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Rider Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of the Covered Person.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of the Covered Person.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

- We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If a spouse chooses to continue the contract under the Spouse's Option to Continue Contract provision, the rider terminates.

Death Benefit Before the Annuitization Start Date

Under this provision in the contract, a death benefit is payable if any owner dies. If the contract is jointly owned and an owner dies when the Contract Value is greater than zero, the lifetime benefit for the Covered Person will cease whether or not the contract is continued under the Spouse's Option to Continue Contract provision.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision which terminates the rider.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the PBG is greater than zero and the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the PBG is greater than zero and the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage used for the youngest age in the first Age Band shown under

Contract Data will be paid annually until total payments to the beneficiary are equal to the PBG.

In (1) and (2) above:

- After the date of death, there will be no additional Rider Credits or Annual Step-ups.
 - The Lifetime Payment Percentage used will be set as of the date of death.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that year.
3. On the date of death, if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Rider Credits.
 4. If the PBG equals zero, the benefit terminates. No further payments are made.

Change of Ownership

If allowed by state law, a change of ownership is subject to Our approval. If there is a change of ownership and the Covered Person remains the same, the rider continues with no change to any of the rider benefits. If there is a change of ownership and the Covered Person would be different, the rider terminates.

Assignment

If allowed by state law, an assignment is subject to Our approval.

Annuity Provisions

Or if the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of the death of the Covered Person or depletion of the PBG. If You choose to receive the ALP, the amount payable each year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that year. These annualized amounts will be paid in monthly installments until the later of death of the Covered Person or depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee associated with Your initial investment option is shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.

- (A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:
- (i) all future Annual Step-ups,
 - (ii) any ability to make additional purchase payments,
 - (iii) any future Rider Credits, and the CB will be permanently reset to zero, and
 - (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries, and
 - (v) the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive investment option will further limit the investment options available to

the then current and less aggressive investment options.

If You decline any Annual Rider Fee increase, the WAB will not be increased on Rider Anniversaries.

~~If You take a Withdrawal during the Waiting Period, on the Rider Anniversary at the end of the Waiting Period, the PBG and BB will be set equal to the lesser of:~~

~~(i) the applicable PBG or BB at the time of the first Withdrawal, plus any purchase payments made since the first Withdrawal, minus total Withdrawals taken, or~~

~~(ii) the Contract Value.~~

~~The WAB will be set equal to the BB.~~

(B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25% **percentage points** higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. Your Annual Rider Fee may increase if You elect to change to an investment option with a more aggressive risk classification than Your current investment option and if the new investment option has a higher current Annual Rider Fee. The Annual Rider Fees associated with the available investment options may change at Our discretion, however these changes will not apply to this rider unless You change Your investment option to one with a more aggressive risk classification. The new fee will be in effect on the Valuation Date We receive Your Written Request to change Your investment option.

If the rider fee changes during a contract year, We will calculate an average rider charge, for that contract year only, that reflects the various different fees that were in effect that year, adjusted for the number of Days each fee was in effect.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, the rider will terminate.
2. Continuation of the contract under the Spouse's Option to Continue Contract provision will terminate the rider.
3. A change of ownership that would result in a different Covered Person will terminate the rider.
4. The rider will terminate on the Annuitization Start Date.
5. In relation to certain Annual Rider Fee increases as described in the Rider Charges provision, Your Written Request will terminate the rider.
6. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
7. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company



Secretary

Guaranteed Lifetime Withdrawal Benefit Rider *SecureSource Stages*® 2 Rider
 Covered Person John Q. Doe
 Rider Effective Date ~~October~~November 1, 2009
 Initial Annual Rider Fee ~~1.20~~1.0%
 Maximum Annual Rider Fee 2.00%
 Maximum BB, CB, WAB and PBG \$10,000,000
 Waiting Period 3 Years
 Adjustment Threshold 20%

Rider Credit Dates	Rider Credit Percentage
1 st Rider Anniversary	6% <u>8%</u>
2 nd Rider Anniversary	6%
3 rd Rider Anniversary	6%
4 th Rider Anniversary	6%
5 th Rider Anniversary	6%
6 th Rider Anniversary	6%
7 th Rider Anniversary	6%
8 th Rider Anniversary	6%
9 th Rider Anniversary	6%
10 th Rider Anniversary	6%

Age Bands*	Lifetime Payment Percentage*	
	Percentage A**	Percentage B**
50-58	4%	3%
59-64	5%	4%
65-79	6%	5%
80+	7%	6%

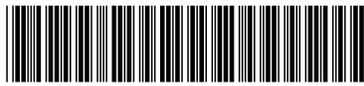
* After the Waiting Period, lifetime benefit is established, the Covered Person's Attained Age at the first Withdrawal will set the Age Band. See the "Age Band for the Lifetime Payment Percentage" section of the Lifetime Payment Percentage provision for exceptions.

** During the Waiting Period, Percentage B will be used. If a Withdrawal is taken in a the Waiting Period, Percentage B will be used as long as rider benefits are payable. If no Withdrawal is taken in the Waiting Period, the first Withdrawal in any contract year after the Waiting Period will set the percentage as either Percentage A or Percentage B, and it will not change for the remainder of the contract year. See the "Percentage A and Percentage B" section of the Lifetime Payment Percentage provision.

Initial Investment Selection Moderately Aggressive
 Target Investment Option Classification Moderate
 Number of Elective Investment Option Changes Permitted Per Contract Year 2

Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the Portfolio Navigator asset allocation program. The Portfolio Navigator asset allocation program contains certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable, several RiverSource Variable Portfolio fund of funds with investment asset mixes that range from conservative to aggressive. You may select from the following RiverSource Variable Portfolio Navigator models funds: Conservative Portfolio, Moderately Conservative Portfolio, Moderate Portfolio, Moderately Aggressive Portfolio and Aggressive Portfolio. If you elect to change asset allocation models to a more aggressive fund, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of your rider.

DP411284DP411296-SG



RiverSource Life Insurance Company 70100 Ameriprise Financial Center Minneapolis, MN 55474

Non-Qualified Variable Annuity Application



Advisor Number <input type="text"/>
Owner's Social Security Number <input type="text"/>

Part 1 Ownership Information

Owner(s) (Required for all Ownership Types)

- Name all Owners or Authorized Signers.
- The first owner listed will be considered the taxpayer except for a Trust or Corporation, and except for UGMA/UTMA.

Owner or Authorized Signer (<i>Trustee/Custodian/Corporate Officer</i>) Name <input type="text"/>	Social Security Number <input type="text"/>
Birth Date (MMDDYYYY) <input type="text"/>	
Owner or Authorized Signer (<i>Trustee/Custodian/Corporate Officer</i>) Name <input type="text"/>	Social Security Number <input type="text"/>
Birth Date (MMDDYYYY) <input type="text"/>	
Owner or Authorized Signer (<i>Trustee/Custodian/Corporate Officer</i>) Name <input type="text"/>	Social Security Number <input type="text"/>
Birth Date (MMDDYYYY) <input type="text"/>	

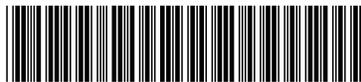
Ownership Type (Can only choose one)

<input type="radio"/> Individual	<input type="radio"/> Joint Tenants with Rights of Survivorship if married
<input type="radio"/> Revocable Trust - Trust documents must be attached. - Also complete Part 3	<input type="radio"/> Tenants in Common if unmarried
<input type="radio"/> Irrevocable Trust - Trust documents must be attached. - Also complete Part 3	<input type="radio"/> Corporate - Also complete Part 3 - Required Documents:
Trust TIN <input type="text"/>	1. Assigned Corporate Resolution, on letterhead or with a Corporate Seal, dated within 12 months, identifying authorized signers.
<input type="radio"/> UGMA/UTMA - - Not valid in Ohio - Also complete Part 4	2. Government Issued Business License or Articles of Incorporation.
State Governing UGMA/UTMA <input type="text"/>	



- Sign on pages 2, 7 and 8
- For assistance - call 1 (800) 862-7919

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Part 2 Annuitant Information (UGMA/UTMA Minor must be the Annuitant)



• The annuitant and successor annuitant will default to the first owner listed unless otherwise indicated here.

NOTE: In order to receive favorable tax treatment, if the owner is a revocable trust, the grantor of the trust should be the annuitant. If there are joint grantors the joint grantor should be the joint annuitant.

Annuitant Name Social Security Number

Birth Date (MMDDYYYY)

Successor Annuitant Name Social Security Number

Birth Date (MMDDYYYY)

Part 3 Trust or Corporation Information

Trust or Corporation will be considered taxpayer unless EIN is not issued. Default will then be first annuitant listed.

Date of Trust (MMDDYYYY) Trust/Corporation EIN

Name of Trust or Corporation

Address

City State ZIP code

Part 4 UGMA/UTMA Information (~~This designation is not valid in the State of Ohio.~~)

UGMA UTMA Relationship to Minor (UGMA/UTMA)

UGMA/UTMA Designation of Successor Custodian - To be completed only by Custodian. Must be witnessed by person other than Successor Custodian.

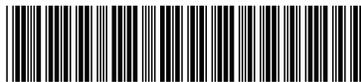
Successor Custodian Name

Signature of Custodian Date (MMDDYYYY)

X Witness Name

Signature of Witness Date (MMDDYYYY)

X



Part 5 Beneficiary Information

! Step children, Foster children, other Relatives, Trusts, Organizations, etc, are not included in Options A-D; to designate them complete "E" below.

Select one of the following:

A. Spouse if Living, if not, Living Lawful Children With Rights of Survivorship.

Beneficiary is (please insert Spouse's name):

Owner's spouse, if living, if not, the beneficiaries are the children legally born to, or legally adopted by, the owner and they will receive equal shares of the proceeds; provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be equally divided among the surviving children.

B. Spouse if Living, if not, Lawful Children With Rights of Survivorship per Stirpes.

Beneficiary is (please insert Spouse's name):

Owner's spouse, if living, if not, the children legally born to, or legally adopted by, the owner equally, the survivors equally, or the survivor; provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be paid to his or her children legally born to, or legally adopted by that deceased child, per stirpes.

C. Lawful Children With Rights of Survivorship.

Beneficiary is: The living lawful children of the owner and they will receive equal shares of the proceeds; provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be equally divided among the surviving children.

D. Lawful Children With Rights of Survivorship per Stirpes.

Beneficiary is: The children legally born to, or legally adopted by, the owner equally, provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be paid to his or her legally born to, or legally adopted by, children of that deceased child, per stirpes.

E. Other (Step children, Foster children, other Relatives, Trusts, Organizations, etc)

A. Primary Beneficiary (If additional space needed, please provide this information on a separate piece of paper signed and dated by the contract owner.)

Name	Date of Birth	Relationship to Annuitant	Social Security Number	%
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

B. Contingent Beneficiary (If additional space needed, please provide this information on a separate piece of paper signed and dated by the contract owner.)

Name	Date of Birth	Relationship to Annuitant	Social Security Number	%
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Part 6 Existing Policy Information

A. Complete this section if application is being signed in a National Association of Insurance Commissioners (NAIC) Replacement Model Regulation state:

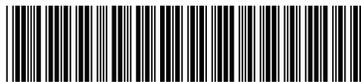
Do you have any individual annuities or life insurance policies currently in force or applied for?

- Yes - Complete and submit applicable Replacement Form(s)
- No

B. Complete this section for applications signed in all other states:

Will the annuity applied for replace or change payments of any existing annuity or insurance?

- Yes - Complete and submit applicable Replacement Form(s)
- No



Part 7 Funding Information

- Complete A, B or both as applicable.
- Only funding information provided in the application will be considered in determining the purchase payment band size. Insufficient funds will result in reissue to lower band and reversal of any purchase payment credits.

A. Total Purchase Payment(s) to be received within 90 days: Identify number of funding Sources:

\$

Methods of Funding

Check Attached Transfer/Redemption Paperwork Attached Advisor/Client Initiated Transfer Other - List Sources:

B. Ongoing Annual Installment Payment

\$

a living benefit

Additional purchase payments may be restricted when ~~SecureSource® Flex~~ rider is selected.

Bank Authorization:

If no Existing BA attach applicable Form Form to follow

Existing BA currently into Ameriprise account #

Installment Amount By frequency: Start Date (MMDDYYYY)

\$

Part 8 Select a Variable Annuity Product

RAVA 4 Access® Variable Annuity - (No surrender charge; \$10,000 minimum)

RAVA 4 Select® Variable Annuity - 4 year surrender charge) - Choose a band level.

Band 1: \$10,000 - \$249,999.99

Band 2: \$250,000 - \$999,999.99

Band 3: \$1 Million or more

Current and retired employees and advisors of Ameriprise Financial, Inc., including the spouse or domestic partner.

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SM

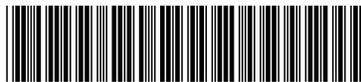
RAVA 4 Advantage® Variable Annuity - Choose surrender charge and band level.

Surrender:

7-year Band 1: \$2,000 - \$99,999.99

10-year Band 2: \$100,000 - \$999,999.99

Current and retired employees and advisors of Ameriprise Financial, Inc., including the spouse or domestic partner.



Part 9 Living Benefit Riders (Must Be Completed)

- Living Benefit Riders require selection of the Portfolio Navigator **Program.**
- Available only if oldest owner and covered person are age 80 or younger.
- ~~SecureSource® Flex~~ rider - Single Life benefit with joint owners: guaranteed lifetime income is not available after the death of either owner, even if the covered person is still living.

Must Choose One:

- No Living Benefit Rider.
- Guaranteed Minimum Accumulation Benefit Rider.
- Single Life Benefit ~~SecureSource® Flex~~ **SecureSource Stages 2SM** Guaranteed Lifetime Withdrawal Benefit Rider.
- Joint Life Benefit ~~SecureSource® Flex~~ Guaranteed Lifetime Withdrawal Benefit Rider. **Complete required information below. Spouse name listed below must be designated sole primary beneficiary for Individual and Revocable Trust* ownerships:**

Spouse Name

Gender

Date of Birth (MMDDYYYY)

Social Security Number

* The spouse can be sole primary beneficiary on the account or can be sole primary beneficiary of the trust.

Part 10 Death Benefit Riders (Optional)

(i) In addition to standard contract death benefits, these optional Death Benefit riders are available.

Available only if oldest owner is age 75 or younger

May choose one:

- Maximum Five-Year Anniversary Value (MAV5)
- Maximum Anniversary Value (MAV)

May choose one: ~~(not available in Illinois and Washington)~~

- Enhanced Earnings (EEB)
- Enhanced Earnings Plus (EEP) - *(available only for replacement of Annuity or Life Insurance.)*

Available only if an owner is age 76 or older.

- Return of Purchase Payments (ROPP)

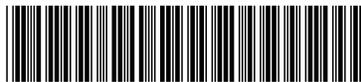
Part 11 Fund Allocation Options (Must select one)

- Portfolio Navigator **Program** ~~tion~~ OR Subaccount Fund Allocations
(required with Living Benefit Rider selection) (% allocations must add up to exactly 100%)

Part 12 Additional Requests (Optional)

(i) Complete and Submit Applicable Forms for any Additional Request Options selected.

- Special Dollar Cost Averaging (SDCA) (Six months only)
- DCA (12 months only, and not available with Portfolio Navigator)
- Rebalancing (Not available with Portfolio Navigator)



Part 13 State Fraud and Disclosure Notices

- ~~For applicants in Arizona: Refer to Form 131100.~~
- ~~For applicants in Arkansas, Kentucky, Maine, New Mexico, and Ohio: 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 there to commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.~~
- ~~For applicants in Colorado: Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, may be guilty of insurance fraud.~~
- ~~For applicants in 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 applicants in Maryland: Any person who knowingly and willfully presents a fraudulent claim for payment of a loss or 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 applications in Massachusetts: Purchase payments or transfers to the fixed account may be restricted or the fixed account may be discontinued. This restriction or discontinuance would only occur when current rates were the same as the guaranteed rates in the contract, and would be done so without unfair discrimination. THE FIXED ACCOUNT MAY NOT BE AVAILABLE ON THE ISSUE DATE. SEE THE PROSPECTUS FOR CURRENT FIXED ACCOUNT LIMITS.~~
- ~~For applicants in Washington and Washington DC: 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.~~

Part 14 Social Security or Taxpayer Identification Number (TIN) Certification

Under penalties of perjury, I certify that:

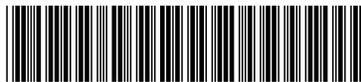
1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

 - An individual who is a U.S. citizen or U.S. resident alien,
 - A Partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).

Form W-9 instructions are available upon request or on irs.gov.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.



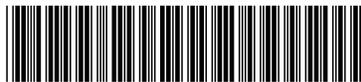
Part 15 Agreements, Acknowledgements and Disclosures

- **Application Declaration:** I declare that each of the statements and answers given in this application are true and complete to the best of my knowledge and belief, and will form the basis of any annuity issued from this application. By signing this application and after reviewing each statement that pertains to my annuity, I acknowledge my understanding of the information.
- **Beneficiary Designation:** I agree to indemnify the company against and hold the company harmless from any and all claims arising from the beneficiary designation. I agree that the beneficiary designation selected shall be binding upon my heirs, legatees, executors, administrators, personal representatives, assigns, and beneficiaries.
- I acknowledge receiving the **P**roduct **D**isclosure Form ~~131093~~ and, **P**rivacy **N**otice Form ~~131067~~, and the Military Disclosure Form ~~274934~~, the RiverSource® Annuities Product Comparison Disclosure Form ~~131105~~ ("Comparison Form"). I understand, and have considered, among other factors, the relationship between surrender charges and mortality and expense fees, as explained in the **and** Comparison Form, in my decision to purchase the variable annuity selected in this application.
- I have not entered into, or made plans to enter into any agreement to sell or assign the ownership of, or a beneficial interest in, the applied for policy. In addition, in the past, I have not sold or transferred any annuity contract to a third party.
- **Prospectus: I have received the current prospectus for the variable annuity applied for.**
- Consent for Delivery of Initial Prospectuses on CD
 - Yes - By checking this box, I acknowledge that I have received the initial product and fund prospectuses on computer readable compact disk (CD) and have chosen to do so, and that:**
 - I understand that I have the right to receive the prospectuses in paper format, which has been offered to me.
 - I have access to and understand how to use the hardware and software that are necessary to view the prospectuses (see CD label for operating requirements).
 - I understand that, in order to retain paper copies of the prospectuses, I must either:
 - A. print the prospectuses found on the CD, incurring any printing costs myself; or
 - B. request the prospectuses in paper form free of charge by calling Customer Service toll-free at 1 (800) 333-3437.
 - I understand that all future prospectus updates and supplements will be provided to me in paper form unless I sign up for online document delivery on the My Financial Accounts website at ameriprise.com.
 - I understand that if I enroll in the Portfolio Navigator ~~Asset Allocation~~ Program and I have checked the box above, I am also acknowledging that I have chosen to receive the initial investment Advisor Disclosure Document and the Investment Advisory Agreement ("Advisory Documents") together with the initial product and fund prospectuses on CD, and that I have all the same rights and make all the same acknowledgments as reflected above with respect to the Advisory Documents.
 - I have reviewed the subaccount options that I selected on the Subaccount Fund Allocations form with my Financial Advisor.
 - **I understand that earnings and values, when based on the investment experience of a variable fund, portfolio, account or subaccount, are not guaranteed and may increase or decrease.**
 - **For Guarantee Period Accounts Only:** Amounts payable under the contract are subject to market value adjustments prior to the dates specified in the contract.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Part 16 Signatures, State and Signed Date

Owner's/Authorized Signer Name			
Owner's/Authorized Signer Signature	State Application Signed In	Date (MMDDYYYY)	
X			
Owner's/Authorized Signer Name			
Owner's/Authorized Signer Signature	Date (MMDDYYYY)		
X			
Annuitant's Name			
Signature of Annuitant	Date (MMDDYYYY)		
X			



Part 17 Advisor Report

Send contract to: Owner Advisor (if neither is chosen, contract will be sent to Owner.)

Declaration and Signature:

I certify that I personally solicited this application. The application and this report are complete and accurate to the best of my knowledge and the replacement of existing insurance and annuities is true and accurate.

Revise "R" to be "SM"

Compensation:

For RAVA 4 *Select*® Variable Annuity and RAVA 4 *Advantage*® Variable Annuity products only, choose compensation. If no option is chosen, compensation will default to Up-front compensation. Once chosen and submitted to the corporate office, the compensation choice may not be changed.

5

Up-front compensation Level compensation

Recommending Advisor Information

Is this transaction based on a recommendation by an Ameriprise Financial Advisor? Yes No



If yes, provide the Recommending Advisor Name and ID# below, if different than Servicing Advisor.

Name

Advisor ID



It is assumed the Recommending Advisor and Servicing Advisor are the same, if the Recommending Advisor is not identified.

Servicing Advisor Information

Name

Servicing Advisor ID

Servicing Advisor Signature

Date (MMDDYYYY)

X

Team ID

Comp %

Phone

Ext

Area Office Number

Co-Advisor Information

Name

Co-Advisor ID

Co-Servicing Advisor Signature

Date (MMDDYYYY)

X

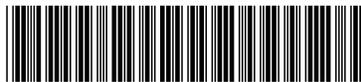
Team ID

Comp %

Phone

Ext

Area Office Number



RiverSource Life Insurance Company 70100 Ameriprise Financial Center Minneapolis, MN 55474

Qualified Variable Annuity Application

IRA, 403(b) and 401(a) plans



Advisor Number
Owner's Social Security Number

Part 1 Ownership Information

Owner (Annuitant is the same as Owner except for 401(a) plans):

Owner's Name	Social Security Number
Birth Date (MMDDYYYY)	
401(a) Plan Annuitant's Name	Social Security Number
Birth Date (MMDDYYYY)	

Part 2 Beneficiary Information

- Step children, Foster children, other Relatives, Trusts, Organizations, etc, are not included in Options A-D; to designate them complete "E" below.
- For 401(a) plans, the Plan Sponsor and/or Trustee maintain the underlying beneficiary designations for plan participants (Do not submit a designation).

Select one of the following.

A. Spouse if Living, if not, Lawful Children With Rights of Survivorship.

Beneficiary is (please insert Spouse's name):

Owner's spouse, if living, if not, the beneficiaries are the children legally born to, or legally adopted by, the owner and they will receive equal shares of the proceeds; provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be equally divided among the surviving children.

B. Spouse if Living, if not, Lawful Children With Rights of Survivorship per Stirpes.

Beneficiary is (please insert Spouse's name):

Owner's spouse, if living, if not, the children legally born to, or legally adopted by, the owner equally, the survivors equally, or the survivor; provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be paid to his or her children legally born to, or legally adopted by that deceased child, per stirpes.

C. Lawful Children With Rights of Survivorship.

Beneficiary is: The living lawful children of the owner and they will receive equal shares of the proceeds; provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be equally divided among the surviving children.

D. Lawful Children With Rights of Survivorship per Stirpes.

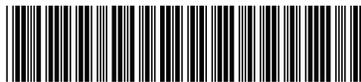
Beneficiary is: The children legally born to, or legally adopted by, the owner equally, provided, however, that if a child of the owner has died before the owner, the share which the child would have received if he or she survived the owner will be paid to his or her legally born to, or legally adopted by, children of that deceased child, per stirpes.

Beneficiary Information continued on next page..



- Sign on pages 7, 8
- For assistance - call 1 (800) 862-7919

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Beneficiary Information continued

E. Other (Step children, Foster children, other Relatives, Trusts, Organizations, etc)

A. Primary Beneficiary (If additional space needed, please provide this information on a separate piece of paper signed and dated by the contract owner.)

Name	Date of Birth	Relationship to Annuitant	Social Security Number	%

B. Contingent Beneficiary (If additional space needed, please provide this information on a separate piece of paper signed and dated by the contract owner.)

Name	Date of Birth	Relationship to Annuitant	Social Security Number	%

Part 3 Existing Policy Information

A. Complete this section if application is being signed in a National Association of Insurance Commissioners (NAIC) Replacement Model Regulation state:

Do you have any individual annuities or life insurance policies currently in force or applied for?

- Yes - Complete and submit applicable Replacement Form(s)
- No

B. Complete this section for applications signed in all other states:

Will the annuity applied for replace or change payments of any existing annuity or insurance?

- Yes - Complete and submit applicable Replacement Form(s)
- No

Part 4 Type of Qualified Plan (Choose only one option under IRA (4A) or 403(b)/401(a) plans (4B))

A. IRA (Plan Sponsor information in Part 5 is required to establish SEP IRA or SIMPLE IRA.)

Type of IRA Establishing:

- Traditional IRA
- Roth Contributory IRA
- Roth Conversion IRA
- Rollover IRA

Inherited IRA: • For use with transfers after death only.

~~SecureSource® Flex~~ rider not available.

- Inherited Traditional IRA
- Inherited Roth Contributory IRA
- Inherited Roth Conversion IRA

As beneficiary of: (Name of deceased)

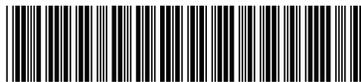
- SEP IRA Participation Date (MMDDYYYY)
- SIMPLE IRA Participation Date (MMDDYYYY)

The Internal Revenue Service requires Ameriprise Financial Services, Inc. to report SEP and Simple IRA plan contributions for the calendar year in which they are received.

For SEP IRA and SIMPLE IRA, complete this section.

- I am an employee of the employer sponsoring the SEP or SIMPLE plan. (n); or
- I am the sponsor of the plan. The Plan Adoption Agreement is with Ameriprise Trust Company (ATC) (y); or
- I am the sponsor of the plan. The Plan Adoption Agreement is with another financial institution (o).

Type of Qualified Plan continued on next page..



Type of Qualified Plan continued

403(b) and 401(a) plans Funding Information



- Complete A, B or both as applicable.
- Only funding information provided in the application will be considered in determining the purchase payment band size. Insufficient funds will result in reissue to lower band and reversal of any purchase payment credits.

A. Total Purchase Payment(s) to be received within 90 days: Identify number of funding sources:

\$ []

[]

Method of Funding:

- Check Attached Transfer/Redemption Paperwork Attached Advisor/Client Initiated Transfer Other - List Sources: []

Contribution Type:

Current Year \$ [] Transfer \$ [] Rollover \$ []

B. Ongoing Installment Payment

\$ []

a living benefit

Additional purchase payments may be restricted when ~~SecureSource~~ Flex rider is selected.

Group Bill

- If no existing Group Bill for employer, attach applicable Form or
 Form to follow
 If existing Group Bill, provide # []

Part 5 Plan Sponsor Information (Required for SEP IRA, Simple IRA, 403(b) and 401(a))

Name of Plan Sponsor associated with the retirement account: [] Company EIN []

Address []

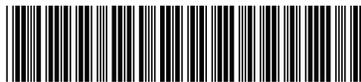
City [] State [] ZIP code []

Part 6 Select a Variable Annuity Product

- RAVA-4 Access[®] Variable Annuity - (No surrender charge; \$2,000 minimum)
- RAVA-4 Select[®] Variable Annuity - **4**-year surrender charge) - Choose a band level.
- Band 1: \$2,000 - \$249,999.99
 - Band 2: \$250,000 - \$999,999.99
 - Band 3: \$1 Million or more
 - Current and retired employees and advisors of Ameriprise Financial, Inc., including the spouse or domestic partner.
- RAVA-4 Advantage[®] Variable Annuity - Choose surrender charge and band level.
- Surrender:
- 7-year Band 1: \$1,000 - \$99,999.99
 - 10-year Band 2: \$100,000 - \$999,999.99
 - Band 3: \$1 Million or more
 - Current and retired employees and advisors of Ameriprise Financial, Inc., including the spouse or domestic partner.

5

SM



Part 7 Living Benefit Riders (Must Be Completed)

- TSA loans are not available if a living benefit is selected.
- Living Benefit Riders require selection of the Portfolio Navigator **Program.**
- Available only if oldest owner and covered person are age 80 or younger.
- ~~SecureSource® Flex rider - Single Life benefit with joint owners: guaranteed lifetime income is not available after the death of either owner, even if the covered person is still living.~~

Must Choose One:

- No Living Benefit Rider
- Guaranteed Minimum Accumulation Benefit Rider.
- Single Life Benefit ~~SecureSource® Flex~~ **SecureSource Stages 2SM** Guaranteed Lifetime Withdrawal Benefit Rider.
- Joint Life Benefit ~~SecureSource® Flex~~ Guaranteed Lifetime Withdrawal Benefit Rider. **Complete required information below. Spouse name listed below must be the designated sole primary beneficiary:**

Spouse Name

Gender Date of Birth (MMDDYYYY) Social Security Number

Part 8 Death Benefit Riders (Optional)

In addition to standard contract death benefits, these optional Death Benefit riders are available.

Available only if oldest owner is age 75 or younger

May choose one:

May choose one: ~~(not available in Illinois and Washington)~~

- Maximum Five-Year Anniversary Value (MAV5)
- Maximum Anniversary Value (MAV)
- Enhanced Earnings Benefit (EEB)
- Enhanced Earnings Plus (EEP) - *(available only for replacement of Annuity or Life Insurance.)*

Available only if an owner is age 76 or older.

- Return of Purchase Payments (ROPP)

Part 9 Fund Allocation Options (Must select one)

- Portfolio Navigator As **Program** OR Subaccount Fund Allocations
- (required with Living Benefit Rider selection) (% allocations must add up to exactly 100%)

Part 10 Additional Request(s) (Optional)

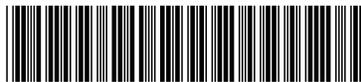
Complete and Submit Applicable Forms for any Additional Request Options selected.

- Special Dollar Cost Averaging (SDCA) (Six months only)
- DCA (12 months only, and not available with Portfolio Navigator)
- Rebalancing (Not available with Portfolio Navigator)

Part 11 State Fraud and Disclosure Notices

- ~~For applicants in Arizona: Refer to Form #131100.~~
- ~~For applicants in Arkansas, Kentucky, Maine, New Mexico, and Ohio: 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 applicants in Colorado: Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, may be guilty of insurance fraud.~~
- ~~For applicants in 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 applicants in Maryland: Any person who knowingly and willfully presents a fraudulent claim for payment of a loss or 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 applications in Massachusetts: Purchase payments or transfers to the fixed account may be restricted or the fixed account may be discontinued. This restriction or discontinuance would only occur when current rates were the same as the guaranteed rates in the contract, and would be done so without unfair discrimination. THE FIXED ACCOUNT MAY NOT BE AVAILABLE ON THE ISSUE DATE. SEE THE PROSPECTUS FOR CURRENT FIXED ACCOUNT LIMITS.~~

State Fraud and Disclosure Notices continued on next page..



State Fraud and Disclosure Notices continued

- **For applicants in New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
- **For applicants in ~~Washington and Washington DC:~~** 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.

Part 12 Social Security or Taxpayer Identification Number (TIN) Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Form W-9 instructions are available upon request or on irs.gov.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Part 13 Agreements, Acknowledgements and Disclosures

IRAs, TSAs, and Tax Qualified (IRC Section 401) Plans:

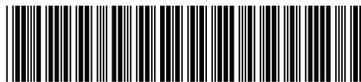
- ~~I acknowledge receiving a copy of the "Annuities At A Glance" client brochure, which contains "Important things you should know about using an Annuity to fund your Tax-Deferred retirement plan" and understand its contents.~~ I understand that an annuity generally has a tax deferral feature provided by the Internal Revenue Code. However, I further understand that if I purchase an annuity to fund a retirement plan that is already tax-deferred, any tax deferral benefits will be provided by the retirement plan and that my annuity will not provide any necessary or additional tax-deferral benefits
- If I am provided information about specific investment alternatives, I understand and acknowledge that other investment alternatives having similar risk and return characteristics may be available.
- I further acknowledge that RiverSource Life Insurance Company assumes no responsibility for any tax consequences and/or penalties that may result from my contributions to or distributions from this annuity or that may result from any related transaction or conversion.
- *IRA Applicants Only:* I acknowledge receiving a copy of "Your Guide to IRAs" and understand its contents.
- *Qualified Plans (401 (a)) only:* I understand that neither Ameriprise Financial Services, Inc, nor my Ameriprise financial advisor, is acting as a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or the Internal Revenue Code (IRC) regarding services provided. For purposes of ERISA and the IRC, Ameriprise Financial and my Ameriprise financial advisor are not providing services that may be relied upon as the primary basis for my investment decisions regarding this retirement account. I acknowledge receiving the Custody Agreement or the Ameriprise Financial Services, Inc. Qualified Plan Investment Provider Agreement and the information contained in it. I have read it, and with full knowledge of the information contained in it, I agree to abide by its terms and conditions.

• I have reviewed the **fee and charges associated with my annuity and I am willing to incur the costs in order to** ~~this annuity outweigh~~ **received the following benefits:**

REQUIRED: check all that apply to your particular situation.

- | | | |
|--|--|---|
| <input type="checkbox"/> Death benefit guarantees | <input type="checkbox"/> Availability of transfers between fund families without cost | <input type="checkbox"/> Access to asset rebalancing without cost |
| <input type="checkbox"/> Access to enhanced death benefits | <input type="checkbox"/> Access to dollar-cost-averaging without cost | <input type="checkbox"/> Guaranteed interest rates |
| <input type="checkbox"/> Access to enhanced living benefits | <input type="checkbox"/> Guaranteed lifetime income payout rates | <input type="checkbox"/> Access to multi-year interest rate guarantees |
| <input type="checkbox"/> Access to purchase payment credits | <input type="checkbox"/> Availability of subaccount transactions without cost | <input type="checkbox"/> Access to multiple investment managers |
| <input type="checkbox"/> Availability of surrender charge waivers for nursing home confinement, hospitalization and terminal illness | <input type="checkbox"/> Avoiding the cost and delays of probate and estate settlement | <input type="checkbox"/> Availability of settlement options for retirement income or to simplify tax-qualified required minimum distributions |

Agreements, Acknowledgements and Disclosures continued on next page..



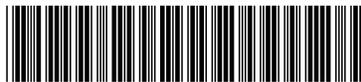
Agreements, Acknowledgements and Disclosures continued

- **Application Declaration:** I declare that each of the statements and answers given in this application are true and complete to the best of my knowledge and belief, and will form the basis of any annuity issued from this application. By signing this application and after reviewing each statement that pertains to my annuity, I acknowledge my understanding of the information.
- I acknowledge receiving the **Product Disclosure Form 131093** and **Privacy Notice Form 131067**, and the Military Disclosure Form 274934, and the RiverSourceSM Annuities Product Comparison Disclosure Form 131105 ("Comparison Form"). I understand, and have considered, among other factors, the relationship between surrender charges and mortality and expense fees, as explained in the Comparison Form, in my decision to purchase the variable annuity product selected in this application.
- I have not entered into, or made plans to enter into any agreement to sell or assign the ownership of, or a beneficial interest in, the applied for policy. In addition, in the past, I have not sold or transferred any annuity contract to a third party.
- **Beneficiary Designation:** I agree to indemnify the company against and hold the company harmless from any and all claims arising from the beneficiary designation. I agree that the beneficiary designation selected shall be binding upon my heirs, legatees, executors, administrators, personal representatives, assigns, and beneficiaries.
- **Prospectus:** I have received the current prospectus for the variable annuity applied for.
- **Consent for Delivery of Initial Prospectuses on CD**
 - Yes - By checking this box, I acknowledge that I have received the initial product and fund prospectuses on computer readable compact disk (CD) and have chosen to do so, and that:**
 - I understand that I have the right to receive the prospectuses in paper format, which has been offered to me.
 - I have access to and understand how to use the hardware and software that are necessary to view the prospectuses (see CD label for operating requirements).
 - I understand that, in order to retain paper copies of the prospectuses, I must either:
 - A. print the prospectuses found on the CD, incurring any printing costs myself; or
 - B. request the prospectuses in paper form free of charge by calling Customer Service toll-free at 1 (800) 333-3437.
 - I understand that all future prospectus updates and supplements will be provided to me in paper form unless I sign up for online document delivery on the My Financial Accounts website at ameriprise.com.
 - I understand that if I enroll in the Portfolio Navigator ~~Asset Allocation~~ Program and I have checked the box above, I am also acknowledging that I have chosen to receive the initial investment Advisor Disclosure Document and the Investment Advisory Agreement ("Advisory Documents") together with the initial product and fund prospectuses on CD, and that I have all the same rights and make all the same acknowledgments as reflected above with respect to the Advisory Documents.
 - I have reviewed the subaccount options that I selected on the Subaccount Funds Allocations form with my Financial Advisor.
 - **I understand that earnings and values, when based on the investment experience of a variable fund, portfolio, account or subaccount, are not guaranteed and may increase or decrease.**
 - **For Guarantee Period Accounts Only:** Amounts payable under the contract are subject to market value adjustments prior to the dates specified in the contract.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Part 14 Signatures, State and Signed Date

Owner's/Plan Administrator Name		
Owner's/Plan Administrator Signature	State Application Signed In	Date (MMDDYYYY)
X		
Owner's/Plan Administrator Name		
Owner's/Plan Administrator Signature		Date (MMDDYYYY)
X		
401(a) Plan Annuitant's Name		
Signature of 401(a) Plan Annuitant		Date (MMDDYYYY)
X		



Part 15 Advisor Report

Send contract to: Owner Advisor (if neither is chosen, contract will be sent to Owner.)

Declaration and Signature:

I certify that I personally solicited this application. The application and this report are complete and accurate to the best of my knowledge and the information provided regarding replacement of existing insurance and annuities is true and accurate.

Advisor Certification (Required):

- 1. Is this account associated with any employee benefit plan that is subject to ERISA*? Yes No
- 2. Are you, or is any covered member of your family**, a plan fiduciary who has exercised any control or authority over the establishment or investment of this account?*** Yes No

Processing note: Enter compensation code 01 if both questions answered "YES."

*This term includes any tax-qualified, employer-sponsored retirement or "pension" plan (such as a 401(k), SIMPLE 401(k), profit sharing, stock bonus, money purchase, target benefit, ESOP, cash balance or traditional defined benefit plan) or any employee welfare benefit plan (such as a group health plan), to the extent the plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA).

** Covered family members include, as applicable, the advisor's spouse, mother, father, grandmother, grandfather, great-grandmother, great-grandfather, as well as the advisor's lineal descendants (son, daughter, grandson, granddaughter, great-grandson and great-granddaughter) and any spouse of a lineal descendant. Brothers and sisters are not in scope for this rule.

*** If the advisor or **The "R" change to "SM"** h team members (including through use of a Team ID), then this question must also be answered "Yes" if the advisor, Team ID - or a covered family member of any person under the Team ID - is a fiduciary who has exercised control or authority over the establishment or investment of the account.

Compensation:

5

For RAVA 4 Select® Variable Annuity and RAVA 4 Advantage® Variable Annuity products only, choose compensation. If no option is chosen, compensation will default to Up-front compensation. Once chosen and submitted to the corporate office, the compensation choice may not be changed.

- Up-front compensation
- Level compensation

Recommending Advisor Information

Is this transaction based on a recommendation by an Ameriprise Financial Advisor? Yes No



If yes, provide the Recommending Advisor Name and ID# below, if different than Servicing Advisor.

Name

Advisor ID



It is assumed that Recommending Advisor and Servicing Advisor are the same, if the Recommending Advisor is not identified.

Servicing Advisor Information

Name

Servicing Advisor ID

Servicing Advisor Signature

Date (MMDDYYYY)

X

Team ID

Comp %

Phone

Ext

Area Office Number

Co-Advisor Information

Name

Co-Advisor ID

Co-Servicing Advisor Signature

Date (MMDDYYYY)

X

Team ID

Comp %

Phone

Ext

Area Office Number

STATE OF ARKANSAS
Individual Variable Annuity
CERTIFICATION OF COMPLIANCE

Forms: 411295, et al Variable Annuity Contract, Datapages, Applications and Riders

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

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



RiverSource Life Insurance Company
Jeffrey R. Pederson, Assistant Secretary

Date: December 3, 2009

CERTIFICATION

Form Number(s)	Form Title(s)
411295	Deferred Annuity Contract
411295-DPRS5	Contract Data RAVA 5 Select
411291	Maximum Anniversary Value 5 Death Benefit Rider
DP411291	Datapage Insert Language MAV5
411296-JT	Guaranteed Lifetime Withdrawal Benefit Rider - Joint Life
DP411296-JT	Datapage Insert Language Joint GLWB
411296-SG	Guaranteed Lifetime Withdrawal Benefit Rider - Single Life
DP411296-SG	Datapage Insert Language Single GLWB
411297	Non-Qualified Individual Variable Annuity Application
411298	Qualified Individual Variable Annuity Application

I, Susan Schmidt, Assistant Secretary of RiverSource Life Insurance Company, certify that RiverSource Life is in compliance with Regulation 33, particularly Article VI, VII, IX and XI.



RiverSource Life Insurance Company
Susan Schmidt, Assistant Secretary

Date: December 3, 2009

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

LIMITS ON AMOUNT OF COVERAGE

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

Questions Regarding Your Policy?

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

Policyowner Service Department

Tele: (Hours are 7 am - 8 pm Central Standard time)

Representative Name:

Representative Address:

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

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

Tele: 1-800-852-5494