

SERFF Tracking Number: TAPK-126038671 State: Arkansas
Filing Company: Manhattan Life Insurance Company State Tracking Number: 41579
Company Tracking Number:
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Universal Life
Project Name/Number: /

Filing at a Glance

Company: Manhattan Life Insurance Company

Product Name: Universal Life

TOI: L09I Individual Life - Flexible Premium

Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

SERFF Tr Num: TAPK-126038671 State: Arkansas

SERFF Status: Closed-Approved- State Tr Num: 41579

Closed

Co Tr Num:

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Suzanne Heasley

Disposition Date: 02/18/2009

Date Submitted: 02/17/2009

Disposition Status: Approved-

Closed

Implementation Date:

Implementation Date Requested:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type:

Submission Type:

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 02/18/2009

Explanation for Other Group Market Type:

State Status Changed: 02/18/2009

Deemer Date:

Created By: Suzanne Heasley

Submitted By: Suzanne Heasley

Corresponding Filing Tracking Number:

Filing Description:

See attached submission letter

Company and Contact

Filing Contact Information

Suzanne Heasley,
2325 Havard Oak Drive
Plano, TX 75074

Uheas@aol.com
972-398-3733 [Phone]
972-398-3733 [FAX]

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Filing Company Information

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

Manhattan Life Insurance Company	CoCode: 65870	State of Domicile: New York
225 Community Drive	Group Code:	Company Type:
Suite 11	Group Name:	State ID Number:
Great neck, NY 11021	FEIN Number: 13-1004640	
(888) 222-0843 ext. [Phone]		

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Manhattan Life Insurance Company	\$50.00	02/17/2009	25769182

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/18/2009	02/18/2009

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Disposition

Disposition Date: 02/18/2009

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	Yes	Yes
Supporting Document	Application	Yes	Yes
Supporting Document	Health - Actuarial Justification	No	No
Supporting Document	Outline of Coverage	No	No
Supporting Document	Authorizations	Yes	Yes
Supporting Document	Submission letter	Yes	Yes
Form	Flexible Premium Adjustable Life Policy	Yes	Yes
Form	Flexible Premium Adjustable Life Policy	Yes	Yes
Form	Spouse Term Rider	Yes	Yes

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	SIUL08	Policy/Cont Flexible Premium ract/Fratern Adjustable Life Policy Certificate	Initial		52.950	SIUL08 final.pdf SIUL08pg3.pdf
	RSIUL08	Policy/Cont Flexible Premium ract/Fratern Adjustable Life Policy Certificate	Initial		52.950	RSIUL08 final.pdf RSIUL08pg3.pdf
	SPT-SI08	Policy/Cont Spouse Term Rider ract/Fratern Adjustable Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.600	SPT-SI08.pdf

The Manhattan Life Insurance Company

Home Office: 225 Community Drive, Suite 11, Great Neck, NY 11021
Administrative Office: Five Waterside Crossing, Third Floor, Windsor, CT 06095

THIS IS A LIFE INSURANCE POLICY. PLEASE READ IT CAREFULLY.

This Policy is a legal contract between the Owner and The Manhattan Life Insurance Company. It should be read carefully. If there are any questions, the Owner should consult the agent through whom it was purchased.

In accordance with the provisions of this Policy, The Manhattan Life Insurance Company agrees to: 1) pay the Proceeds of this Policy to the Beneficiary on receipt at its Home Office of proof that the Insured's death occurred prior to the Final Date of Policy; 2) pay the Account Value, less any Indebtedness, of this Policy to the Owner if the Insured is living on the Final Date of Policy; and 3) provide other rights and benefits according to the terms and conditions of this Policy.

RIGHT TO CANCEL POLICY. If You are not satisfied with this Policy, it may be canceled any time before midnight of the 10th day after its receipt by delivering or mailing it to: The Manhattan Life Insurance Company, Five Waterside Crossing, Third Floor, Windsor, CT 06095, or to the agent through whom it was purchased. Immediately upon such delivery or mailing, this Policy will be treated as if it never existed. Any premium paid will be refunded within 10 days after this Policy has been received by the Company.

Signed for The Manhattan Life Insurance Company of Great Neck, New York, by its President and Secretary on the Policy Date.



President



Secretary

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

Proceeds are payable if the Insured dies while this Policy is in force and before the Final Date of Policy.

Account Value, less any Indebtedness, to be paid on the Final Date of Policy if the Insured is alive.

Adjustable Death Benefit after the first Policy Year.

Premiums are flexible after the first premium and can be paid while the Insured is alive and before the Final Date of Policy.

Premiums must be sufficient to keep this Policy in force.

Period of coverage is flexible according to the terms of this Policy.

This Policy is non-participating.

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POLICY SPECIFICATIONS (CONT'D)

TABLE OF MONTHLY GUARANTEED COST OF INSURANCE RATES PER \$1,000 OF NET AMOUNT AT RISK

The table below shows the guaranteed maximum monthly Cost of Insurance rates We will charge based on the Insured's Class and Attained Age.

Attained Age	Male		Female		Attained Age	Male		Female	
	Non-Tobacco User	Tobacco User	Non-Tobacco User	Tobacco User		Non-Tobacco User	Tobacco User	Non-Tobacco User	Tobacco User
0	0.09005	0.09005	0.05252	0.05252	48	0.37717	0.73727	0.30184	0.56960
1	0.05752	0.05752	0.03876	0.03876	49	0.40104	0.78272	0.33448	0.64016
2	0.04126	0.04126	0.02876	0.02876	50	0.43246	0.84209	0.37089	0.71582
3	0.03001	0.03001	0.02500	0.02500	51	0.47270	0.91922	0.41235	0.79914
4	0.02625	0.02625	0.02375	0.02375	52	0.52177	1.01289	0.45887	0.88886
5	0.02625	0.02625	0.02250	0.02250	53	0.57842	1.12569	0.50792	0.98629
6	0.02750	0.02750	0.02375	0.02375	54	0.65024	1.26026	0.55953	1.09019
7	0.02750	0.02750	0.02625	0.02625	55	0.73096	1.40398	0.61873	1.20057
8	0.02750	0.02750	0.02625	0.02625	56	0.81429	1.55307	0.68302	1.31873
9	0.02876	0.02876	0.02625	0.02625	57	0.89519	1.69094	0.75115	1.43836
10	0.03001	0.03001	0.02750	0.02750	58	0.97617	1.82266	0.82187	1.56327
11	0.03501	0.03501	0.03126	0.03126	59	1.07117	1.97769	0.89392	1.69733
12	0.04251	0.04251	0.03376	0.03376	60	1.18660	2.16902	0.96984	1.83674
13	0.05002	0.05002	0.03876	0.03876	61	1.32764	2.40338	1.05343	1.98795
14	0.06503	0.06503	0.04251	0.04251	62	1.49187	2.67338	1.14218	2.14845
15	0.08254	0.08254	0.04501	0.04501	63	1.67178	2.96382	1.23613	2.31316
16	0.09631	0.10758	0.04877	0.05377	64	1.85979	3.25535	1.33908	2.49112
17	0.10883	0.12886	0.05127	0.05877	65	2.05596	3.54144	1.45364	2.68374
18	0.11509	0.14263	0.05377	0.06378	66	2.25521	3.81940	1.57858	2.89370
19	0.11759	0.15390	0.05627	0.07003	67	2.46401	4.10101	1.71778	3.12767
20	0.11884	0.16267	0.05627	0.07379	68	2.68503	4.39026	1.87260	3.38455
21	0.11884	0.17019	0.05877	0.07879	69	2.93394	4.70982	2.04184	3.66850
22	0.11884	0.17896	0.06002	0.08254	70	3.22536	5.07743	2.23334	3.99035
23	0.12009	0.18773	0.06002	0.08630	71	3.58072	5.53134	2.45240	4.35189
24	0.12135	0.19775	0.06253	0.09130	72	3.99825	6.06228	2.69280	4.74704
25	0.12510	0.20903	0.06378	0.09881	73	4.44056	6.60096	2.95602	5.18029
26	0.13011	0.22032	0.06878	0.10507	74	4.91872	7.18868	3.24883	5.63616
27	0.13261	0.22658	0.07128	0.11133	75	5.44276	7.84728	3.57155	6.11773
28	0.13011	0.22784	0.07504	0.11884	76	6.03794	8.58413	3.92719	6.64182
29	0.12886	0.22658	0.07879	0.12635	77	6.73588	9.44520	4.32280	7.21063
30	0.12761	0.22533	0.08254	0.13387	78	7.55449	10.44458	4.75634	7.82930
31	0.12635	0.22658	0.08755	0.14388	79	8.48222	11.55996	5.23512	8.50036
32	0.12761	0.23034	0.09256	0.15390	80	9.52999	12.79767	5.83409	9.34497
33	0.13136	0.23787	0.09881	0.16643	81	10.68532	14.13484	6.57645	10.39023
34	0.13387	0.24664	0.10632	0.18272	82	11.92805	15.53503	7.36999	11.48162
35	0.14013	0.25668	0.11509	0.19901	83	13.30812	17.05571	8.21205	12.61208
36	0.14639	0.27173	0.12385	0.21530	84	14.87192	18.81173	9.16180	13.80698
37	0.15516	0.28929	0.13136	0.22909	85	16.64874	20.85118	10.13614	14.92797
38	0.16643	0.31063	0.13762	0.24288	86	18.65103	23.12484	11.30348	16.24388
39	0.17645	0.33448	0.14514	0.25793	87	20.87406	25.61536	12.76966	17.90754
40	0.19024	0.36336	0.15390	0.27424	88	23.30846	28.29838	14.34666	19.60892
41	0.20653	0.39853	0.16392	0.29306	89	25.94601	31.15566	15.94851	21.19849
42	0.22658	0.44001	0.17520	0.31690	90	28.66394	34.01732	17.14921	22.11672
43	0.25041	0.48905	0.18898	0.34326	91	31.43368	36.83961	18.31479	22.87789
44	0.27675	0.54442	0.20527	0.37466	92	34.44327	39.84434	20.28600	24.54764
45	0.30561	0.59983	0.22408	0.41110	93	37.74500	43.07442	23.03908	26.97286
46	0.33448	0.65528	0.24664	0.45384	94	41.37743	46.67037	26.60798	30.48240
47	0.35833	0.70194	0.27298	0.50666					

150% OF THE 2001 COMMISSIONERS STANDARD ORDINARY MORTALITY TABLE, TOBACCO/NON-TOBACCO, MALE/FEMALE, AGE LAST BIRTHDAY.

POLICY SPECIFICATIONS (CONT'D)
TABLE OF SURRENDER CHARGE FACTORS

These factors are used during the first 14 policy years, and during the first 14 years after each increase in the Insured's Face Amount. During that time, a Surrender Charge shall be deducted from the Account Value if any of the following occurs: (a) this Policy is surrendered in full, (b) there is a partial surrender, or (c) to the extent the Face Amount is decreased. Surrender Charge Factors per \$1,000 are based on age at issue or age at increase. Surrender Charge Percentages vary by duration from issue or increase. To calculate the Surrender Charge: (a) determine the initial Face Amount or the amount of increase; (b) find the Surrender Charge Factor per \$1,000 based on sex, age at issue or increase and tobacco status; (c) find the appropriate percentage from the Surrender Charge Percentage Table based on policy duration from issue or increase; (d) multiply the Surrender Charge Factor from (b) by the appropriate percentage from (c); (e) multiply the result from (d) by the Face Amount divided by 1,000. There is no Surrender Charge starting 15 years after policy issue or the date of any increase.

SURRENDER CHARGE PERCENTAGE TABLE

Year	Percent								
1	150%	4	150%	7	120%	10	75%	13	30%
2	150%	5	145%	8	105%	11	60%	14	15%
3	150%	6	135%	9	90%	12	45%	15	0%

SURRENDER CHARGE FACTORS PER \$1,000

Age at Issue or Increase	Male Non-Tobacco User	Male Tobacco User	Female Non-Tobacco User	Female Tobacco User	Age at Issue or Increase	Male Non-Tobacco User	Male Tobacco User	Female Non-Tobacco User	Female Tobacco User
0	3.96	4.80	3.35	3.95	41	15.15	19.37	12.84	17.62
1	3.94	4.82	3.35	3.98	42	15.84	19.95	13.38	18.42
2	4.03	4.96	3.42	4.08	43	16.57	20.56	13.95	18.97
3	4.14	5.11	3.51	4.21	44	17.34	21.20	14.54	19.54
4	4.24	5.26	3.60	4.34	45	18.15	21.86	15.15	20.14
5	4.36	5.42	3.71	4.47	46	19.00	22.54	15.80	20.78
6	4.49	5.60	3.81	4.61	47	19.66	23.26	16.47	21.45
7	4.63	5.80	3.93	4.76	48	20.27	24.01	17.20	22.16
8	4.78	6.00	4.04	4.92	49	20.91	24.82	17.96	22.90
9	4.94	6.22	4.17	5.08	50	21.59	25.68	18.76	23.67
10	5.09	6.45	4.31	5.25	51	22.32	26.61	19.61	24.48
11	5.26	6.69	4.45	5.43	52	23.09	27.60	20.51	25.33
12	5.44	6.95	4.59	5.62	53	23.91	28.64	21.45	26.22
13	5.65	7.22	4.80	5.83	54	24.78	28.86	22.19	27.14
14	5.82	7.48	4.94	6.03	55	25.69	28.73	22.92	28.10
15	5.98	7.75	5.08	6.24	56	26.64	28.60	23.69	29.05
16	6.15	7.99	5.23	6.45	57	27.64	28.47	24.50	29.26
17	6.31	8.23	5.39	6.67	58	28.57	28.33	25.34	29.09
18	6.47	8.47	5.55	6.91	59	28.41	28.21	26.23	28.92
19	6.65	8.73	5.72	7.14	60	28.25	28.09	27.16	28.77
20	6.83	8.99	5.89	7.39	61	28.09	27.98	28.15	28.61
21	7.02	9.26	6.08	7.66	62	27.93	27.87	28.48	28.46
22	7.22	9.56	6.27	7.94	63	27.77	27.77	28.30	28.30
23	7.44	9.87	6.48	8.24	64	27.60	27.65	28.10	28.12
24	7.67	10.21	6.71	8.55	65	27.42	27.52	27.88	27.91
25	7.93	10.58	6.93	8.88	66	27.23	27.38	27.64	27.67
26	8.20	10.98	7.18	9.23	67	27.05	27.24	27.39	27.43
27	8.49	11.41	7.43	9.61	68	26.87	27.11	27.14	27.19
28	8.81	11.86	7.69	10.00	69	26.71	27.01	26.89	26.96
29	9.15	12.36	7.99	10.41	70	26.57	26.92	26.66	26.76
30	9.51	12.88	8.28	10.85	71	26.44	26.87	26.44	26.58
31	9.88	13.45	8.60	11.32	72	26.33	26.84	26.23	26.41
32	10.29	14.05	8.94	11.81	73	26.21	26.82	26.02	26.25
33	10.73	14.68	9.28	12.33	74	26.08	26.78	25.80	26.07
34	11.18	15.36	9.66	12.87	75	25.93	26.72	25.56	25.87
35	11.65	16.06	10.05	13.46	76	25.75	26.62	25.30	25.64
36	12.16	16.82	10.47	14.07	77	25.56	26.49	25.02	25.39
37	12.69	17.31	10.91	14.72	78	25.36	26.37	24.74	25.13
38	13.26	17.79	11.36	15.40	79	25.18	26.24	24.47	24.88
39	13.86	18.29	11.83	16.11	80	25.00	26.13	24.20	24.63
40	14.48	18.81	12.33	16.84					

POLICY SPECIFICATIONS (CONT'D)

**PAID-UP INSURANCE OPTION
TABLE OF GUARANTEED NET SINGLE PREMIUMS**

Attained Age	Male Non-Tobacco User	Male Tobacco User	Female Non-Tobacco User	Female Tobacco User	Attained Age	Male Non-Tobacco User	Male Tobacco User	Female Non-Tobacco User	Female Tobacco User
0	75.25	92.83	63.85	79.31	48	371.54	439.72	335.53	409.78
1	77.24	95.54	65.81	81.89	49	383.53	452.31	346.51	422.10
2	79.68	98.73	68.00	84.73	50	395.88	465.22	357.72	434.50
3	82.41	102.22	70.39	87.80	51	408.55	478.39	369.14	446.99
4	85.37	105.98	72.92	91.03	52	421.51	491.73	380.75	459.52
5	88.49	109.94	75.57	94.41	53	434.72	505.19	392.54	472.09
6	91.73	114.05	78.34	97.94	54	448.15	518.67	404.50	484.68
7	95.10	118.31	81.20	101.60	55	461.74	532.11	416.65	497.28
8	98.60	122.75	84.16	105.37	56	475.46	545.47	428.94	509.88
9	102.24	127.37	87.23	109.30	57	489.32	558.78	441.38	522.47
10	106.01	132.15	90.43	113.39	58	503.38	572.15	453.96	535.08
11	109.93	137.12	93.74	117.62	59	517.67	585.65	466.69	547.71
12	113.94	142.24	97.14	121.99	60	532.15	599.22	479.60	560.37
13	118.04	147.48	100.65	126.51	61	546.75	612.74	492.68	573.05
14	122.22	152.86	104.25	131.16	62	561.38	626.06	505.94	585.75
15	126.42	158.31	107.96	135.95	63	575.96	639.10	519.37	598.46
16	130.59	163.76	111.79	140.90	64	590.48	651.82	532.98	611.23
17	134.79	169.22	115.73	145.97	65	604.95	664.30	546.76	624.03
18	139.04	174.68	119.81	151.20	66	619.40	676.61	560.69	636.87
19	143.39	180.23	124.02	156.59	67	633.88	688.87	574.78	649.73
20	147.89	185.90	128.38	162.13	68	648.42	701.16	588.98	662.58
21	152.57	191.72	132.92	167.86	69	663.06	713.51	603.29	675.40
22	157.45	197.72	137.61	173.78	70	677.77	725.94	617.70	688.15
23	162.52	203.87	142.48	179.90	71	692.47	738.38	632.17	700.79
24	167.80	210.21	147.55	186.23	72	707.03	750.67	646.64	713.25
25	173.28	216.71	152.81	192.77	73	721.35	762.71	661.12	725.52
26	178.95	223.39	158.26	199.51	74	735.48	774.60	675.58	737.57
27	184.80	230.24	163.88	206.47	75	749.44	786.34	690.01	749.44
28	190.88	237.32	169.71	213.65	76	763.23	797.93	704.40	761.15
29	197.23	244.70	175.74	221.06	77	776.83	809.32	718.74	772.73
30	203.86	252.40	181.98	228.70	78	790.12	820.41	733.02	784.17
31	210.77	260.45	188.43	236.59	79	802.99	831.10	747.25	795.49
32	217.99	268.83	195.11	244.72	80	815.40	841.35	761.45	806.72
33	225.49	277.53	202.00	253.09	81	827.30	851.12	775.42	817.63
34	233.27	286.54	209.12	261.71	82	838.70	860.45	788.98	827.94
35	241.36	295.86	216.46	270.53	83	849.68	869.47	802.17	837.75
36	249.72	305.50	224.02	279.59	84	860.25	878.23	815.12	847.14
37	258.37	315.43	231.81	288.89	85	870.39	886.67	827.82	856.19
38	267.30	325.64	239.86	298.46	86	880.08	894.67	840.48	865.25
39	276.51	336.12	248.18	308.33	87	889.32	902.23	853.05	874.26
40	286.02	346.87	256.78	318.50	88	898.17	909.40	865.35	882.96
41	295.81	357.87	265.66	328.97	89	906.77	916.31	877.61	891.62
42	305.88	369.08	274.82	339.74	90	915.40	923.18	890.31	900.79
43	316.20	380.47	284.27	350.79	91	924.62	930.59	904.66	911.89
44	326.77	392.02	293.99	362.12	92	935.40	939.51	921.61	926.06
45	337.58	403.69	303.99	373.70	93	949.22	951.50	941.75	943.93
46	348.63	415.50	314.26	385.53	94	968.90	969.59	966.70	967.32
47	359.93	427.49	324.77	397.57					

THE ABOVE RATES ARE BASED ON 150% OF THE COMMISSIONER'S 2001 STANDARD ORDINARY TOBACCO/NON-TOBACCO MORTALITY TABLE, MALE/FEMALE, AGE LAST BIRTHDAY. INTEREST IS 4.0% PER YEAR, COMPOUNDED ANNUALLY.

DEFINITIONS

When We use the following words, this is what We mean:

YOU, YOUR

The owner of this Policy.

WE, US, OUR

The Manhattan Life Insurance Company.

THE INSURED

The person whose life is insured under this Policy, as shown on page 3.

FACE AMOUNT

The amount of insurance as shown on page 3 or any endorsement to page 3.

AGE

The Insured's age last birthday.

PROCEEDS

The amount We are obligated to pay under the terms of this Policy when the Insured dies.

INDEBTEDNESS

Unpaid policy loans and loan interest.

ACCOUNT VALUE

The amount which forms the basis for the benefits provided under this Policy. Computation of the Account Value is described on page 6.

CASH VALUE

The Account Value less the expense charge and any surrender charges.

CASH SURRENDER VALUE

The Cash Value less any Indebtedness.

NET PREMIUM

The premium paid less the premium expense charge shown in the Policy Specifications.

POLICY DATE

The date this Policy takes effect, as shown on page 3. This is also the date from which Policy Anniversaries, Policy Years, Policy Months and deduction dates are determined.

POLICY ANNIVERSARY

The same day and month as Your Policy Date for each succeeding year Your policy stays in force.

MONTHLY DEDUCTION DATE

The date each month on which all costs of insurance and expense charges are deducted from the Account Value. This is also the date We process partial withdrawals and any changes in the Face Amount.

FINAL DATE OF POLICY

The last date to which coverage can be continued.

WRITTEN REQUEST

A request in writing signed by You. All correspondence with Us should be sent to Us at Our Home Office. We also may require that Your policy be sent in with Your request.

SECTION 1 - DEATH BENEFITS

PROCEEDS. If the Insured dies while this Policy is in force, the Proceeds will be paid to the Beneficiary. The Proceeds are the sum of:

1. the death benefit described below;
 PLUS
2. any insurance on the Insured's life that may be provided by riders to this Policy;
 LESS
3. any Indebtedness.

The Proceeds will be paid to the Beneficiary after We receive due proof of death and a proper written claim. However, if We are conducting an investigation, payment will not be made until such investigation has been completed.

DEATH BENEFIT. You have a choice of two death benefit options. The most recent option chosen will be shown on page 3 or any endorsement to page 3. The Proceeds to be paid on the date of death will be in accordance with that option. The death benefit options are as follows:

1. Under Option 1, the death benefit will be the greater of:
 - (a) the Face Amount on the date of death;
 OR
 - (b) the Account Value on the Monthly Deduction Date which precedes the date of death (excluding the cost of insurance deductions for the month) times the specified percentage described below for the Insured's Age on the prior Policy Anniversary.

2. Under Option 2, the death benefit will be the greater of:
 - (a) the Face Amount on the date of death **PLUS** the Account Value on the Monthly Deduction Date which precedes the date of death (excluding the cost of insurance deductions for the month);
 OR
 - (b) the Account Value on the Monthly Deduction Date which precedes the date of death (excluding the cost of insurance deductions for the month) times the specified percentage described below for the Insured's Age on the prior Policy Anniversary.

Also, the death benefit will be adjusted by all premiums received and any partial withdrawals made between the date of death and the prior Monthly Deduction Date.

SPECIFIED PERCENTAGES.

Attained Age	Percentage						
0-40	250	50	185	60	130	70	115
41	243	51	178	61	128	71	113
42	236	52	171	62	126	72	111
43	229	53	164	63	124	73	109
44	222	54	157	64	122	74	107
45	215	55	150	65	120	75-90	105
46	209	56	146	66	119	91	104
47	203	57	142	67	118	92	103
48	197	58	138	68	117	93	102
49	191	59	134	69	116	94	101

DEATH BENEFIT ADJUSTMENTS. At any time after the first Policy Year, while this Policy is in force, You may change the death benefit option or increase or decrease the Face Amount, subject to the following:

1. (a) If You change from Option 1 to Option 2, the death benefit will be increased by the amount of the Account Value.
(b) If You change from Option 2 to Option 1, the death benefit will be reduced by the amount of the Account Value. If this change is made during the Specified Period, the guaranteed no-lapse premium will not decrease.
2. For any requested increase in the Face Amount, or a change from Option 1 to Option 2, You must provide evidence of insurability satisfactory to Us and submit an application for such an increase. The increase will take effect on the date shown on an endorsement to page 3.

When You increase Your Face Amount, a new Table of Surrender Charges will be given and the guaranteed no-lapse premium shown on page 3 will be increased.

3. Any decrease in the Face Amount will take effect on the Monthly Deduction Date following the date We receive the request. However, if the request is received on the Monthly Deduction Date, the decrease will take effect on that date. The Face Amount may not be decreased to less than the minimum amount shown on page 3. The guaranteed no-lapse premium which applies during the Specified Period, and any surrender charges, will not decrease as a result of this change.

Decreases will be applied as follows:

- (a) to the most recent increase, if any; then
- (b) successively to each prior increase; and then
- (c) to the Face Amount on the Policy Date.

Changes to the death benefit options may not result in the Face Amount being decreased to less than the minimum amount shown on page 3. An endorsement to page 3 will be issued to show any change to the Face Amount, death benefit option or the guaranteed no-lapse premium. Changes will only be allowed if this Policy continues to qualify as life insurance as defined by the Internal Revenue Code.

A refund of premium is only due if the premium is received after the Monthly Deduction Date and immediately prior to the date of death.

SECTION 2 - ACCOUNT VALUE

ACCOUNT VALUE. The Account Value is determined as follows:

1. On the Policy Date - The first Net Premium;
LESS
the monthly deductions for the first month.
2. On any Monthly Deduction Date - The value on the last Monthly Deduction Date:
PLUS
Monthly interest earned on such value;
PLUS
All Net Premiums received since the prior Monthly Deduction Date with interest from the date such premiums were received;
LESS
The monthly deductions for the next policy month plus one month's interest;
LESS
Any partial withdrawals since the prior Monthly Deduction Date.

3. On other than a Monthly Deduction Date - The value on the last Monthly Deduction Date;
PLUS
All Net Premiums received since the prior Monthly Deduction Date;
LESS
Any partial withdrawals since the prior Monthly Deduction Date.

MONTHLY DEDUCTIONS. The deduction for any Policy Month consists of:

- (a) the cost of insurance;
PLUS
- (b) the monthly cost of any benefits provided by riders;
PLUS
- (c) the monthly expense charge shown in the Policy Specifications.

COST OF INSURANCE. The cost of insurance for any Policy Month is equal to:

- (a) the death benefit on the Monthly Deduction Date divided by the Interest Rate Factor shown on page 3;
LESS
- (b) The Account Value on the current Monthly Deduction Date before the deduction of the cost of insurance for the month;
TIMES
- (c) the monthly cost of insurance rate for each \$1,000 of Face Amount.

The cost of insurance rate is based on the Insured's attained Age, sex, class and issue date. The cost of insurance rates will not exceed those in the Table of Guaranteed Monthly Cost of Insurance Rates shown in the Policy Specifications. We can use cost of insurance rates that are lower than the guaranteed rates. These lower rates may be changed from time to time based on our expectation as to future mortality, expenses, interest, withdrawals and taxes. Any change We make will be on a uniform basis for insureds of the same age, sex, class and issue date of coverage. No change in class or cost will occur on account of a change in the Insured's health or occupation. Any change in policy cost factors will be determined in accordance with the procedures and standards on file with the Insurance Supervisory official in the state in which this Policy is delivered.

INTEREST RATE. The guaranteed interest rate used to determine the Account Value is shown on page 3. An interest rate greater than the guaranteed rate may be used to determine the Account Value. Such rate will be applied in the manner and at the rate We set from time to time. Interest is credited monthly after the expense and cost of insurance charges are deducted. We can apply a different interest rate to that part of the Account Value which equals an outstanding loan. Such rate will be 2% less than the loan rate, but never less than the guaranteed annual interest rate shown on page 3.

PAID-UP INSURANCE OPTION. While this Policy is in force, You may use its Cash Surrender Value to purchase single premium paid-up life insurance with a level death benefit. The maximum amount of insurance that may be purchased under this option will be the lesser of:

- (a) the Cash Surrender Value on the date paid-up insurance is requested divided by the applicable net single premium shown in the Policy Specifications multiplied by 1,000; or
- (b) the death benefit under this Policy on the date paid-up insurance is requested.

Paid-up insurance may be surrendered at any time for its then current value. However, if it is surrendered within 30 days after a Policy Anniversary, the value will not be less than the value on such anniversary, less any loans taken after the anniversary. The Cash Value of any paid-up insurance will be calculated using the applicable net single premium shown in the Policy Specifications at Your attained age. Any part of the Cash Surrender Value which is not used to purchase paid-up insurance will be paid to You. Once this option has been elected, this Policy will terminate. No expense charges will be applied after the paid-up option has been elected. Premium payments may not be resumed.

BASIS OF VALUES. Minimum values are based on the interest rates and mortality table shown in the Policy Specifications. The values under this Policy are equal to or greater than those required by the law of the state where this Policy is delivered. When required, We filed a detailed statement of the method of computation with the insurance department of that state.

SECTION 3 - PAYMENT DURING INSURED'S LIFE

MATURITY BENEFIT. If this Policy is in force and the Insured is alive on the Final Date of Policy, We will pay You the Account Value minus any Indebtedness. Coverage under this Policy will then end.

SURRENDERS. While this Policy is in force, You may surrender it for its Cash Surrender Value by sending Us a Written Request and this Policy. The date of surrender will be the Monthly Deduction Date which falls on or immediately follows the date We receive such request and policy. All coverage under this Policy will end on that Monthly Deduction Date. The Cash Surrender Value on such date will be equal to:

- (a) the Account Value on the Monthly Deduction Date (excluding the monthly deductions for the next month);
LESS
- (b) the administrative charge and any surrender charge shown in the Policy Specifications;
LESS
- (c) any Indebtedness.

If this Policy is surrendered within 30 days after a Policy Anniversary, the Cash Surrender Value will not be less than the Cash Surrender Value on any such anniversary, less any loans taken after the anniversary.

SURRENDER CHARGES. If this Policy is surrendered in the first 14 Policy Years, a surrender charge will be deducted from the Account Value. A surrender charge will also be applied if this Policy is surrendered prior to the 14th anniversary of a requested increase in Face Amount.

PARTIAL WITHDRAWALS. While this Policy is in force, You may request a partial withdrawal by sending Us a Written Request. The date of withdrawal will be the Monthly Deduction Date which falls on or immediately follows the date We receive Your request. The amount requested must be at least equal to the minimum partial withdrawal amount shown on page 3 and cannot exceed the Cash Surrender Value on the Monthly Deduction Date the withdrawal is made.

When a partial withdrawal is made, We will reduce the Account Value and, if the Death Benefit Option is 1, the face amount by:
(a) the amount requested; (b) the administrative charge shown in the Policy Specifications; and (c) a pro-rata amount of any surrender charge. The amount of pro-rata surrender charge will be determined by the following formula:

$(A / B) * C$, where

- A = the amount requested;
- B = the Cash Value on the Monthly Deduction Date the withdrawal is being processed; and
- C = the applicable surrender charge stated in the Policy Specifications.

If a pro-rata surrender charge is applied to a partial withdrawal, the surrender charges which apply to this Policy will be reduced by a proportionate amount. A partial withdrawal will not be permitted if it causes the Face Amount to be reduced to less than the minimum shown on page 3.

Reductions arising from partial withdrawals will be applied as follows:

- (a) to the most recent increase, if any; then
- (b) successively to each prior increase; and then
- (c) to the Face Amount on the Policy Date.

POLICY LOAN. While this Policy is in force, You can get cash from Us by taking a policy loan. This Policy will be the sole security of the loan. The most You can borrow at any time is the amount which, with accrued interest, will be equal to the Cash Surrender Value on the next Monthly Deduction Date.

LOAN INTEREST. Loan interest will accrue daily at an effective annual rate. This rate may change from year to year and will apply to any existing Indebtedness. Each Policy Anniversary We will compute the rate that will apply for the next Policy Year.

This Policy cannot lapse as a result of a change in the policy loan interest rate.

The loan interest rate is based on a published monthly average. That average will be:

1. The Monthly Average Corporate Bond Yield published by Moody's Investor's Service, Inc., or any successor to that service; or
2. If that monthly average is no longer published, a substantially similar average established by regulations issued by the insurance supervisor of the state in which this Policy is delivered.

The loan interest rate for each Policy Year will be the higher of:

1. The published monthly average for the calendar month which ends two months before the calendar month in which that policy year begins; or
2. The guaranteed annual interest rate shown on page 3 plus 1%.

The rate given in a Policy Year will be increased to the new rate only if such rate as determined above is at least .5% higher than the rate for the prior Policy Year. If the rate for a Policy Year is at least .5% lower than the rate for the prior year, the rate will decrease to the new rate, but not below the guaranteed annual interest rate shown on page 3 plus 1%.

You will receive written notice of the loan interest rate after We receive Your Written Request for a policy loan. If You have an outstanding loan, You will receive at least 31 days written notice of a change in such rate. Interest not paid when due will be added to the amount of Your loan. It will be added as of the due date and charged the same rate of interest as the rest of Your loan.

LOAN REPAYMENT. While this Policy is in force, You may repay all or part of Your loan. However, any loan repayment must be at least \$10, unless the balance due is less than \$10, then the entire balance must be paid. If You do not repay Your policy loan and loan interest, this Policy will not lapse unless the Cash Surrender Value is insufficient to pay the monthly deductions. In that case, the grace period will apply (see page 10).

DEFERMENT. We may delay paying any values for up to six months from the date We receive Your Written Request. If We delay for 10 days or more, interest will be paid at a rate not less than the guaranteed interest rate then being credited under the Interest Payments Option provision in section 6 of this Policy. We cannot, however, defer payment of any values if the amount is to be used to pay a premium to Us.

SECTION 4 - PREMIUMS AND REINSTATEMENT

PREMIUM PAYMENTS. Premiums must be paid to Us at Our Home Office. If You would like a receipt for a premium payment, We will give You one upon request. An amount at least equal to the guaranteed no-lapse premium is due on the Policy Date. No insurance will take effect until such amount is paid. Further premiums may be paid at any time this Policy is in force and prior to the Final Date of Policy. They may be paid in any amount subject to the limits described below. The actual amount and frequency of premium payments will affect the Account Value and may affect the amount and duration of insurance.

The scheduled premiums shown on page 3 may not be sufficient to continue this Policy in force until the Final Date of Policy, even if the amount is paid as scheduled. The period for which this Policy will continue depends on:

1. the amount, timing and frequency of premium payments;
2. changes in the Face Amount and death benefit options;
3. changes in the current interest credits and current cost of insurance;
4. changes in deductions for riders, if any; and
5. partial withdrawals and policy loans.

If scheduled or further premiums are not paid, this Policy may continue in force. As long as the Cash Surrender Value equals or exceeds the monthly deductions, this Policy will continue in force until the Final Date of Policy as shown on page 3. However, if the Cash Surrender Value is less than the monthly deductions, coverage will end according to the grace period. The amount and frequency of each scheduled premium are shown on page 3.

We will send premium notices according to the scheduled premium chosen. Such notices will be sent at three, six or twelve month intervals. You can request Us to change the amount and frequency of the scheduled premium by sending Us a Written Request.

If You send Us a Written Request, and We have the consent of Your bank, a monthly scheduled premium may be automatically withdrawn from Your bank account. Each monthly payment must be at least \$25. Payments other than monthly must be at least \$100. If, for any reason, your bank fails to pay a required premium, You must pay the amount that is due directly to Us. Such payment must be made before the end of the grace period to keep this Policy in force.

GUARANTEED NO-LAPSE PREMIUM. During the Specified Period shown in the Policy Specifications, and so long as the Account Value is sufficient to cover the monthly deduction, coverage will remain in force if the sum of the premiums paid to date, less any partial withdrawals or Indebtedness, equals or exceeds the product of:

- (a) the guaranteed no-lapse premium for such coverage as shown on page 3 or any endorsement to page 3;
TIMES
- (b) the total number of months the coverage has been in force.

If, at any time, the Account Value would fall below zero, coverage will end according to the grace period provision.

If, on any Monthly Deduction Date during the Specified Period shown in the Policy Specifications, such an amount has not been paid and the Cash Surrender Value on such date is less than the monthly deductions for the next month, coverage will end according to the grace period provision. Upon reinstatement, the Specified Period continues for the remainder of the original Specified Period.

At the end of the Specified Period, the guaranteed no-lapse premium may not be sufficient to keep this Policy in force. In this case, an additional amount will be payable in order to keep this Policy in force.

MAXIMUM PREMIUMS. The premiums paid will be monitored to ensure that they do not exceed the limits set by the Internal Revenue Code for life insurance. We will return to You any premiums, plus interest at the guaranteed interest rate shown on page 3, that exceed the guideline premium limit then applicable to this Policy under Section 7702 of the Internal Revenue Code.

If payment of an additional premium or an increase in the planned premium results in an increase in the net amount at risk, we reserve the right to refuse to accept the premium or request evidence of insurability before accepting the premium.

GRACE PERIOD. During the Specified Period shown in the Policy Specifications, if the guaranteed no-lapse premium is not paid and the Cash Surrender Value on a Monthly Deduction Date is less than the monthly deduction for the next month, a 61 day grace period will begin. After the Specified Period shown in the Policy Specifications, a grace period of 61 days will begin whenever the Cash Surrender Value on a Monthly Deduction Date is less than the monthly deduction for the next month. The grace period will begin on any date if the Account Value is less than the monthly deduction for the next month. A written notice will be sent to You at Your last known address as shown on Our records. If this Policy has been assigned, written notice will be sent to the assignee of record.

The written notice will be sent at least 30 days prior to the date the grace period ends. If a sufficient amount of premium is not sent by the end of the grace period, this Policy will lapse without value.

“Sufficient amount of premium”, as it is used here, means:

- 1. During the Specified Period shown in the Policy Specifications:
 - (a) the greater of:
 - (1) an amount to make the total premiums paid to date, less withdrawals and Indebtedness equal or exceed the guaranteed no-lapse premium shown on page 3 times the number of months coverage has been in force; or
 - (2) an amount sufficient to make the Account Value equal or exceed the monthly deduction for the next month;
 - or
 - (b) an amount sufficient to make the Cash Surrender Value equal or exceed the next two monthly deductions; whichever is less.
- 2. After the Specified Period shown in the Policy Specifications, an amount sufficient to make the Cash Surrender Value equal or exceed the next two monthly deductions.

If the Insured dies during the grace period, We will pay the Proceeds as stated in this Policy less any deductions owed to Us.

REINSTATEMENT. If sufficient amount of premium is not paid during the grace period and this Policy lapses, You may reinstate it while the Insured is alive if it has not been surrendered for its Cash Surrender Value and We receive:

1. a Written Request within 5 years after the end of the grace period and before the Final Date of Policy; and
2. satisfactory evidence of insurability; and
3. (a) during the Specified Period, payment of enough premium to pay:
 - (1) an amount equal to the guaranteed no-lapse premium due from the date of lapse to the reinstatement date; and
 - (2) an amount sufficient to keep this Policy in force for the next two months after reinstatement; or
- (b) after the Specified Period, payment of enough premium to pay:
 - (1) the unpaid monthly deductions due during the last expired grace period; and
 - (2) an amount sufficient to make the Cash Surrender Value equal or exceed the next two monthly deductions; and
4. payment or reinstatement of any Indebtedness and interest.

The Account Value on the reinstatement date will be the sum of A plus B less C, where:

- A = the payment to reinstate this Policy, including interest earned from the date We receive Your payment;
B = an amount equal to the Account Value less any outstanding loan on the default date; and
C = the amount of monthly deductions due on the date of reinstatement.

The Surrender Charge on the date of reinstatement is the charge that was in effect on the date of default and the Surrender Charge period will be considered to run from the default date.

The effective date of the reinstatement will be the Monthly Deduction Date following the date We approve the reinstatement application. The amount of coverage under the reinstated policy cannot exceed the amount which ended under this Policy.

If a person other than the Insured is covered by an attached rider, such person's coverage will be reinstated according to that rider.

SECTION 5 - OWNERSHIP AND BENEFICIARY

OWNER. The owner of this Policy is the Insured named on page 3, unless stated otherwise in the application or later changed. As owner, You can exercise all rights under Your policy while the Insured is alive.

BENEFICIARY. The Beneficiary is as stated in the application, unless later changed. The Beneficiary will receive the Proceeds when the Insured dies.

If two or more beneficiaries are alive when the Insured dies, We will pay them in equal shares unless You have chosen otherwise. If no Beneficiary is alive when the Insured dies, You will be the Beneficiary if living, otherwise Your estate.

CHANGE. To change the owner or Beneficiary, send Us a Written Request while the Insured is alive. The change will take effect as of the date the request is signed, subject to receipt by Us. Once received, any earlier owner or Beneficiary designations will be void, unless specified otherwise. The change will not apply to any payment made by Us before We received Your request. An irrevocable Beneficiary may not be changed without that Beneficiary's written consent.

ASSIGNMENT. You may assign this Policy. We will not be bound by any assignment unless it is in writing and is recorded at Our Home Office. We are not responsible for the validity of any assignment. Any amount to be paid to an assignee will be paid in a single sum. Any claim made by an assignee will be subject to proof of the assignee's interest and the extent of the assignment.

SECTION 6 - PAYMENT OF BENEFITS

PAYMENT. Any amount to be paid under this Policy will be paid in a single sum, unless one of the following payment options is chosen. All or part of the amount to be paid may be applied to any payment option. Any amount under \$1,000 will be paid in cash.

PAYMENT OPTIONS

1. **Interest Payments.** Any amount applied under this option will earn interest that can either be paid monthly or left to accumulate. Interest will be credited at an effective rate of 3.0% per year or any higher rate We declare.

The first interest payment will be made one month after this option takes effect. You may withdraw the accumulated interest and all or part of the amount at any time. The minimum withdrawal allowed will be \$500.

2. **Fixed Period Payments.** A monthly payment, plus interest, will be made for the number of years chosen, up to a maximum of 30 years.

The first payment will be made on the date this option takes effect. The present value of any unpaid monthly payments may be withdrawn at any time.

3. **Fixed Amount Payments.** Monthly payments of not less than \$25 per \$1,000 of the amount applied under this option will be made until the full amount plus interest has been paid. The first payment will be made on the date this option takes effect. The unpaid balance may be withdrawn at any time.

4. **Life Income Payments.** Monthly payments will be made according to the option chosen below. The first payment will be made on the date this option takes effect. Payments will be based on the payee's sex and age on the date the first payment is due. Payment will be subject to satisfactory proof of the payee's age.

(a) **Life Income.** Payments will be made only during the lifetime of the payee.

(b) **Life Income with Certain Period.** Payments will be made for a guaranteed period of either 10 or 20 years. Such payments will be made even if the payee dies. After the certain period, payments will only be made while the payee is alive. If the Minimum Income Tables on page 13 show the same amount for different periods for the age at which payments begin, We will pay that amount for the longest period which is shown.

We reserve the right to require proof that the payee is alive at any time any payment is made. You may not withdraw any amount applied to any of the life income options.

5. **Other Payment Options.** Any amount payable under this Policy may be paid in any manner agreed to by Us.

PAYMENT OPTION RATES

1. **Interest Payments, Fixed Period Payments and Fixed Amount Payments.** Amounts applied to these options will earn interest at rates declared annually by Us. The minimum effective rate will be 3.0% per year. Interest in excess of 3.0% will increase the amount of payments or, for the Fixed Amount Payments Option, the period of payments will be lengthened. The present value of any unpaid payment will be based on the 3.0% interest rate.

2. **Life Income Options.** Payments will be based on rates declared by Us. Payments will not be less than the minimums described in the Minimum Income Tables on page 13.

Basis of Values. Minimum income rates are based on the Annuity 2000 Mortality Table. Interest is assumed at the rate of 3.0% per year.

PAYMENT OPTION GUIDELINES

Choice of Payment Options. You may choose a payment option while the Insured is alive. When the Insured dies, the Beneficiary may choose a payment option if none is then in effect.

Effective Date. The most recent payment option chosen by You and recorded at Our Home Office while the Insured is alive, will take effect on the date the Insured dies. All other payment options will take effect when the Written Request is recorded at Our Home Office or later, if specified.

Transfer Between Options. A Beneficiary receiving payment under an option with the right to withdraw may transfer the withdrawal value to any other option available.

Life Income Option Limitations. The life income option will not be available, except with Our consent, if the payee is a corporation; partnership; association or guardian, trustee or representative of an estate.

Minimum Amounts. Amounts of less than \$1,000 may not be applied under any payment option. If payments are less than \$20, We have the right to change the payment frequency or pay the withdrawal value.

Payment Certificate. At the time an amount becomes payable under a payment option, a payment certificate will be issued to the payee in exchange for this Policy. The effective date of the certificate will be the effective date of the option.

Death of Payee. If any payments remain to be made when the payee dies, they will be made according to the terms of the payment certificate.

Withdrawal and Change Limitations. The right to change the method of payment will be available if it is provided in the payment certificate. Any change or withdrawal will be subject to the Payment Options and Payment Option Guidelines provisions of this Policy.

Deferment. We may delay paying a withdrawal for up to six months from the date the Written Request is recorded at Our Home Office. If We delay for ten days or more, interest will be paid on the withdrawal at a rate not less than the interest rate currently applied under the Interest Payments Option provision on page 11. We may declare a higher rate from the date the withdrawal request is recorded to the payment date. We also may require the payment certificate for endorsement.

MINIMUM INCOME TABLES

The tables list the minimum income per \$1,000 of the amount applied under options 2 and 4.

MINIMUM MONTHLY INCOME PAYMENTS FOR EACH \$1,000 OF AMOUNT PAYABLE

Option 2 - Fixed Period Payments

Period (Years)	Monthly Payment	Period (Years)	Monthly Payment	Period (Years)	Monthly Payment
1	84.47	11	8.86	21	5.32
2	42.86	12	8.24	22	5.15
3	28.99	13	7.71	23	4.99
4	22.06	14	7.26	24	4.84
5	17.91	15	6.87	25	4.71
6	15.14	16	6.53	26	4.59
7	13.16	17	6.23	27	4.47
8	11.68	18	5.96	28	4.37
9	10.53	19	5.73	29	4.27
10	9.61	20	5.51	30	4.18

The equivalent annual, semi-annual and quarterly payments equal 11.839, 5.963 and 2.993 times the monthly payments shown, respectively.

Amounts for other durations will be furnished upon request.

Option 4 - Life Income Payments

MALE			Age Last Birthday of Payee When 1 st Payment is Payable	FEMALE		
20 Year Certain	10 Year Certain	Life Only		20 Year Certain	10 Year Certain	Life Only
3.50	3.53	3.54	40	3.35	3.37	3.38
3.70	3.76	3.78	45	3.54	3.57	3.57
3.95	4.05	4.08	50	3.76	3.81	3.83
4.24	4.41	4.46	55	4.03	4.13	4.15
4.56	4.88	4.98	60	4.35	4.54	4.59
4.88	5.48	5.69	65	4.71	5.07	5.18
5.16	6.23	6.67	70	5.05	5.78	6.01

Amounts for other ages will be furnished upon request.

SECTION 7 - GENERAL PROVISIONS

CONTRACT. The entire contract consists of this Policy, the attached application, any supplemental applications and any riders or endorsements attached to this Policy. All statements in the application will be representations and not warranties. No statement will be used to void this Policy, or to contest a claim under it, unless it appears in the application.

MODIFICATIONS. No agent has the authority to modify, change or waive any provision of this Policy. A modification will only be valid if it is in writing and approved by Our President or a Vice President. We may request that You submit this Policy for endorsement to show any change.

INCONTESTABILITY. We will not contest this Policy after it has been in force during the Insured's life for two years from the issue date. We will also not contest any requested increase to the death benefit which requires evidence of insurability after such increase has been in force during the Insured's life for two years.

A contest on a requested increase which occurs within the first two years after the increase takes effect will be limited to material misrepresentations made in the application for the increase.

If this Policy is reinstated, this provision will be measured from the reinstatement date.

SUICIDE. If the Insured commits suicide within two years from the issue date, the Proceeds will not be paid. Instead, the Beneficiary will receive an amount equal to the premiums paid less any Indebtedness and less any partial withdrawals. If the Insured commits suicide after the second Policy Anniversary, and it occurs within two years of the effective date of any requested increase in the Face Amount which requires evidence of insurability, We will only be liable for the cost of insurance for such increase from the date the increase took effect.

AGE OR SEX. If the Insured's Age or sex is misstated in the application, the amount of the death benefit will be that which would be purchased by the most recent cost of insurance rate at the correct age or sex.

GUARANTEED ISSUE. If this Policy is issued without evidence of insurability, as a conversion from a previously issued policy, the incontestability and suicide provisions will be measured from the date the prior policy or agreement took effect.

END OF POLICY. This Policy will end if:

1. You request that it ends;
2. the Insured dies;
3. the date is the Final Date of Policy; or
4. the grace period ends prior to the payment of sufficient premium.

Any deductions We make after this Policy ends will not be a reinstatement or waiver of Our right to end this Policy. Any such deduction will be refunded.

ANNUAL REPORT. At least once a year, You will receive an annual report for the prior Policy Year which shows the following:

1. the premiums paid;
2. cost of insurance charges;
3. interest credits;
4. applied charges;
5. Account Value and Cash Surrender Value at the beginning and end of the report period;
6. current rate of interest credit;
7. partial withdrawals;
8. loan activity; and
9. death benefit at the beginning and end of the report period.

The report will also include any other information required by the Superintendent of Insurance.

PROJECTION REPORTS. On request, You may also receive a report of the expected future benefits and values of this Policy. A reasonable charge for such a request will be deducted from Your Account Value on the next Monthly Deduction Date. However, a charge will not be deducted for the first report requested during a Policy Year.

NOTICE

This Policy is valuable property. If anyone suggests replacing it. Please contact Us first to be certain of Your rights and values.

When You write to Us, please give Us Your name, address and policy number. Please notify Us promptly of any changes. We will write to You at Your last known address.

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

Proceeds are payable if the Insured dies while this Policy is in force and before the Final Date of Policy.

Account Value, less any Indebtedness, to be paid on the Final Date of Policy if the Insured is alive.

Adjustable Death Benefit after the first Policy Year.

Premiums are flexible after the first premium and can be paid while the Insured is alive and before the Final Date of Policy.

Premiums must be sufficient to keep this Policy in force.

Period of coverage is flexible according to the terms of this Policy.

This Policy is non-participating.

POLICY SPECIFICATIONS

IMPORTANT DATES:

POLICY DATE: [] MONTHLY DEDUCTION DATE: DAY [0] OF EACH
FINAL DATE OF POLICY: [] CALENDAR MONTH

PREMIUM INFORMATION:

SCHEDULED PREMIUM: \$000.00 PAYABLE: [ANNUALLY]
GUARANTEED NO-LAPSE PREMIUM DURING THE SPECIFIED PERIOD: \$00.00 PER POLICY MONTH
SPECIFIED PERIOD: 5 YEARS (SEE PAGE 10)

The Guaranteed No-Lapse Premium does not protect this policy from lapsing if the Account Value is insufficient to cover the monthly deduction. An additional lump sum payment may be required to keep this Policy in force at the end of the Guaranteed No-Lapse Period. You may contact Us for additional information.

INTEREST INFORMATION:

GUARANTEED INTEREST RATE: 3.0% PER YEAR, COMPOUNDED ANNUALLY
0.24663% PER MONTH, COMPOUNDED MONTHLY
INTEREST RATE FACTOR: 1.0024663
CURRENT POLICY LOAN INTEREST RATE: VARIABLE (SEE PAGE 8)
SUCH RATE WILL NEVER BE MORE THAN THE MAXIMUM PERMITTED BY STATE LAW.

MISCELLANEOUS INFORMATION:

MINIMUM FACE AMOUNT OF INSURANCE: \$25,000.00
MINIMUM PARTIAL WITHDRAWAL: \$500.00

MONTHLY EXPENSE CHARGE: \$5.00

MAXIMUM PREMIUM EXPENSE CHARGE: 5.0%

EACH PARTIAL WITHDRAWAL AND SURRENDERS: \$25.00

ADDITIONAL AMOUNTS ARE NOT GUARANTEED AND WE HAVE THE RIGHT TO CHANGE THE AMOUNT OF INTEREST CREDITED TO THE POLICY AND THE AMOUNT OF COST OF INSURANCE OR OTHER EXPENSE CHARGES DEDUCTED UNDER THE POLICY WHICH MAY REQUIRE MORE PREMIUM TO BE PAID THAN WAS ILLUSTRATED OR THE CASH VALUES MAY BE LESS THAN THOSE ILLUSTRATED.

RIDERS AND BENEFITS:

Spouse Term Insurance Rider [\$000000]
Child Term Insurance Rider:
 Child - age 3 [\$000000]
 Child - age 10 [\$000000]
Accidental Death Benefit Rider [\$000000]
Waiver of Monthly Deductions Rider

INSURED: [] FACE AMOUNT: \$[00,000]
AGE AND SEX: [] POLICY NUMBER: [00000000]
CLASS: [] DEATH BENEFIT OPTION: [0]

THIS POLICY MAY END BEFORE THE FINAL DATE OF POLICY IF PREMIUMS PAID ARE INSUFFICIENT TO CONTINUE COVERAGE TO THAT DATE (SEE SECTION 4 FOR DETAILS).

THE PART OF THE ACCOUNT VALUE WHICH EQUALS AN OUTSTANDING LOAN MAY BE CREDITED WITH A RATE WHICH IS 2% LESS THAN THE CURRENT VARIABLE POLICY LOAN INTEREST RATE. HOWEVER, SUCH RATE WILL NEVER BE LESS THAN THE GUARANTEED INTEREST RATE STATED ABOVE.

The Manhattan Life Insurance Company

Home Office: 225 Community Drive, Suite 11, Great Neck, NY 11021
Administrative Office: Five Waterside Crossing, Third Floor, Windsor, CT 06095

THIS IS A LIFE INSURANCE POLICY. PLEASE READ IT CAREFULLY.

This Policy is a legal contract between the Owner and The Manhattan Life Insurance Company. It should be read carefully. If there are any questions, the Owner should consult the agent through whom it was purchased.

In accordance with the provisions of this Policy, The Manhattan Life Insurance Company agrees to: 1) pay the Proceeds of this Policy to the Beneficiary on receipt at its Home Office of proof that the Insured's death occurred prior to the Final Date of Policy; 2) pay the Account Value, less any Indebtedness, of this Policy to the Owner if the Insured is living on the Final Date of Policy; and 3) provide other rights and benefits according to the terms and conditions of this Policy.

RIGHT TO CANCEL POLICY. If You are not satisfied with this Policy, it may be canceled any time before midnight of the 10th day after its receipt by delivering or mailing it to: The Manhattan Life Insurance Company, Five Waterside Crossing, Third Floor, Windsor, CT 06095, or to the agent through whom it was purchased. Immediately upon such delivery or mailing, this Policy will be treated as if it never existed. Any premium paid will be refunded within 10 days after this Policy has been received by the Company.

Signed for The Manhattan Life Insurance Company of Great Neck, New York, by its President and Secretary on the Policy Date.



President



Secretary

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

Proceeds are payable if the Insured dies while this Policy is in force and before the Final Date of Policy.

Account Value, less any Indebtedness, to be paid on the Final Date of Policy if the Insured is alive.

Adjustable Death Benefit after the first Policy Year.

Premiums are flexible after the first premium and can be paid while the Insured is alive and before the Final Date of Policy.

Premiums must be sufficient to keep this Policy in force.

Period of coverage is flexible according to the terms of this Policy.

This Policy is non-participating.

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POLICY SPECIFICATIONS (CONT'D)

TABLE OF MONTHLY GUARANTEED COST OF INSURANCE RATES PER \$1,000 OF NET AMOUNT AT RISK

The table below shows the guaranteed maximum monthly Cost of Insurance rates We will charge based on the Insured's Class and Attained Age.

Attained Age	Male		Female		Attained Age	Male		Female	
	Non-Tobacco User	Tobacco User	Non-Tobacco User	Tobacco User		Non-Tobacco User	Tobacco User	Non-Tobacco User	Tobacco User
0	0.10507	0.10507	0.06127	0.06127	48	0.44022	0.86084	0.35226	0.66495
1	0.06711	0.06711	0.04522	0.04522	49	0.46809	0.91395	0.39036	0.74737
2	0.04814	0.04814	0.03355	0.03355	50	0.50478	0.98334	0.43288	0.83577
3	0.03501	0.03501	0.02917	0.02917	51	0.55177	1.07349	0.48129	0.93314
4	0.03063	0.03063	0.02771	0.02771	52	0.60907	1.18301	0.53561	1.03801
5	0.03063	0.03063	0.02625	0.02625	53	0.67525	1.31492	0.59290	1.15191
6	0.03209	0.03209	0.02771	0.02771	54	0.75915	1.47233	0.65318	1.27339
7	0.03209	0.03209	0.03063	0.03063	55	0.85347	1.64048	0.72234	1.40249
8	0.03209	0.03209	0.03063	0.03063	56	0.95085	1.81498	0.79745	1.54074
9	0.03355	0.03355	0.03063	0.03063	57	1.04540	1.97641	0.87706	1.68072
10	0.03501	0.03501	0.03209	0.03209	58	1.14007	2.13068	0.95971	1.82693
11	0.04084	0.04084	0.03647	0.03647	59	1.25116	2.31230	1.04392	1.98389
12	0.04960	0.04960	0.03939	0.03939	60	1.38616	2.53654	1.13267	2.14717
13	0.05836	0.05836	0.04522	0.04522	61	1.55115	2.81133	1.23041	2.32432
14	0.07587	0.07587	0.04960	0.04960	62	1.74335	3.12810	1.33421	2.51243
15	0.09631	0.09631	0.05252	0.05252	63	1.95397	3.46906	1.44409	2.70553
16	0.11237	0.12552	0.05690	0.06273	64	2.17417	3.81152	1.56455	2.91425
17	0.12698	0.15036	0.05981	0.06857	65	2.40402	4.14782	1.69861	3.14025
18	0.13428	0.16643	0.06273	0.07441	66	2.63759	4.47477	1.84485	3.38672
19	0.13721	0.17958	0.06565	0.08171	67	2.88245	4.80622	2.00784	3.66151
20	0.13867	0.18982	0.06565	0.08609	68	3.14177	5.14688	2.18917	3.96337
21	0.13867	0.19859	0.06857	0.09193	69	3.43398	5.52351	2.38747	4.29725
22	0.13867	0.20882	0.07003	0.09631	70	3.77629	5.95710	2.61193	4.67595
23	0.14013	0.21906	0.07003	0.10069	71	4.19400	6.49301	2.86883	5.10168
24	0.14159	0.23076	0.07295	0.10653	72	4.68524	7.12057	3.15089	5.56739
25	0.14597	0.24393	0.07441	0.11529	73	5.20614	7.75808	3.45990	6.07850
26	0.15182	0.25710	0.08025	0.12260	74	5.76986	8.45456	3.80386	6.61685
27	0.15474	0.26441	0.08317	0.12990	75	6.38839	9.23619	4.18323	7.18616
28	0.15182	0.26588	0.08755	0.13867	76	7.09179	10.11216	4.60161	7.80647
29	0.15036	0.26441	0.09193	0.14743	77	7.91788	11.13777	5.06741	8.48060
30	0.14889	0.26295	0.09631	0.15620	78	8.88856	12.33086	5.57836	9.21483
31	0.14743	0.26441	0.10215	0.16789	79	9.99092	13.66593	6.14322	10.01249
32	0.14889	0.26880	0.10799	0.17958	80	11.23889	15.15183	6.85076	11.01829
33	0.15328	0.27758	0.11529	0.19420	81	12.61870	16.76244	7.72907	12.26590
34	0.15620	0.28783	0.12406	0.21321	82	14.10734	18.45498	8.66962	13.57204
35	0.16351	0.29954	0.13428	0.23223	83	15.76600	20.30033	9.66963	14.92873
36	0.17081	0.31711	0.14451	0.25124	84	17.65264	22.44076	10.79998	16.36702
37	0.18105	0.33761	0.15328	0.26734	85	19.80573	24.93981	11.96233	17.72041
38	0.19420	0.36252	0.16058	0.28344	86	22.24445	27.74308	13.35860	19.31423
39	0.20590	0.39036	0.16935	0.30100	87	24.96794	30.83532	15.11815	21.33735
40	0.22199	0.42408	0.17958	0.32004	88	27.97028	34.19291	17.01808	23.41591
41	0.24100	0.46515	0.19128	0.34201	89	31.24760	37.79998	18.95600	25.36683
42	0.26441	0.51359	0.20444	0.36985	90	34.65256	41.44663	20.41404	26.49786
43	0.29222	0.57086	0.22052	0.40062	91	38.15274	45.07814	21.83399	27.43770
44	0.32297	0.63553	0.23954	0.43728	92	41.99244	48.98461	24.24583	29.50681
45	0.35666	0.70026	0.26149	0.47983	93	46.25079	53.23284	27.63700	32.53063
46	0.39036	0.76504	0.28783	0.52974	94	50.99448	58.02528	32.07427	36.94704
47	0.41822	0.81956	0.31858	0.59143					

175% OF THE 2001 COMMISSIONERS STANDARD ORDINARY MORTALITY TABLE, TOBACCO OR NON-TOBACCO, MALE OR FEMALE, AGE LAST BIRTHDAY.

POLICY SPECIFICATIONS (CONT'D)
TABLE OF SURRENDER CHARGE FACTORS

These factors are used during the first 14 policy years, and during the first 14 years after each increase in the Insured's Face Amount. During that time, a Surrender Charge shall be deducted from the Account Value if any of the following occurs: (a) this Policy is surrendered in full, (b) there is a partial surrender, or (c) to the extent the Face Amount is decreased. Surrender Charge Factors per \$1,000 are based on age at issue or age at increase. Surrender Charge Percentages vary by duration from issue or increase. To calculate the Surrender Charge: (a) determine the initial Face Amount or the amount of increase; (b) find the Surrender Charge Factor per \$1,000 based on sex, age at issue or increase and tobacco status; (c) find the appropriate percentage from the Surrender Charge Percentage Table based on policy duration from issue or increase; (d) multiply the Surrender Charge Factor from (b) by the appropriate percentage from (c); (e) multiply the result from (d) by the Face Amount divided by 1,000. There is no Surrender Charge starting 15 years after policy issue or the date of any increase.

SURRENDER CHARGE PERCENTAGE TABLE

Year	Percent								
1	150%	4	150%	7	120%	10	75%	13	30%
2	150%	5	145%	8	105%	11	60%	14	15%
3	150%	6	135%	9	90%	12	45%	15	0%

SURRENDER CHARGE FACTORS PER \$1,000

Age at Issue or Increase	Male		Female		Age at Issue or Increase	Male		Female	
	Non-Tobacco User	Tobacco User	Non-Tobacco User	Tobacco User		Non-Tobacco User	Tobacco User	Non-Tobacco User	Tobacco User
18	6.47	8.47	5.55	6.91	50	21.59	25.68	18.76	23.67
19	6.65	8.73	5.72	7.14	51	22.32	26.61	19.61	24.48
20	6.83	8.99	5.89	7.39	52	23.09	27.60	20.51	25.33
21	7.02	9.26	6.08	7.66	53	23.91	28.64	21.45	26.22
22	7.22	9.56	6.27	7.94	54	24.78	28.86	22.19	27.14
23	7.44	9.87	6.48	8.24	55	25.69	28.73	22.92	28.10
24	7.67	10.21	6.71	8.55	56	26.64	28.60	23.69	29.05
25	7.93	10.58	6.93	8.88	57	27.64	28.47	24.50	29.26
26	8.20	10.98	7.18	9.23	58	28.57	28.33	25.34	29.09
27	8.49	11.41	7.43	9.61	59	28.41	28.21	26.23	28.92
28	8.81	11.86	7.69	10.00	60	28.25	28.09	27.16	28.77
29	9.15	12.36	7.99	10.41	61	28.09	27.98	28.15	28.61
30	9.51	12.88	8.28	10.85	62	27.93	27.87	28.48	28.46
31	9.88	13.45	8.60	11.32	63	27.77	27.77	28.30	28.30
32	10.29	14.05	8.94	11.81	64	27.60	27.65	28.10	28.12
33	10.73	14.68	9.28	12.33	65	27.42	27.52	27.88	27.91
34	11.18	15.36	9.66	12.87	66	27.23	27.38	27.64	27.67
35	11.65	16.06	10.05	13.46	67	27.05	27.24	27.39	27.43
36	12.16	16.82	10.47	14.07	68	26.87	27.11	27.14	27.19
37	12.69	17.31	10.91	14.72	69	26.71	27.01	26.89	26.96
38	13.26	17.79	11.36	15.40	70	26.57	26.92	26.66	26.76
39	13.86	18.29	11.83	16.11	71	26.44	26.87	26.44	26.58
40	14.48	18.81	12.33	16.84	72	26.33	26.84	26.23	26.41
41	15.15	19.37	12.84	17.62	73	26.21	26.82	26.02	26.25
42	15.84	19.95	13.38	18.42	74	26.08	26.78	25.80	26.07
43	16.57	20.56	13.95	19.27	75	25.93	26.72	25.56	25.87
44	17.34	21.20	14.54	19.54	76	25.75	26.62	25.30	25.64
45	18.15	21.86	15.15	20.14	77	25.56	26.49	25.02	25.39
46	19.00	22.54	15.80	20.78	78	25.36	26.37	24.74	25.13
47	19.66	23.26	16.47	21.45	79	25.18	26.24	24.47	24.88
48	20.27	24.01	17.20	22.16	80	25.00	26.13	24.20	24.63
49	21.91	24.82	17.96	22.90					

POLICY SPECIFICATIONS (CONT'D)

**PAID-UP INSURANCE OPTION
TABLE OF GUARANTEED NET SINGLE PREMIUMS**

Attained Age	Male Non-Tobacco User	Male Tobacco User	Female Non-Tobacco User	Female Tobacco User	Attained Age	Male Non-Tobacco User	Male Tobacco User	Female Non-Tobacco User	Female Tobacco User
0	80.91	99.92	68.55	85.12	48	390.25	462.12	353.67	431.90
1	82.96	102.76	70.60	87.84	49	402.61	475.00	365.05	444.61
2	85.53	106.14	72.91	90.85	50	415.33	488.21	376.65	457.37
3	88.41	109.86	75.45	94.11	51	428.37	501.66	388.45	470.18
4	91.56	113.87	78.13	97.56	52	441.69	515.27	400.42	483.01
5	94.88	118.10	80.95	101.15	53	455.25	528.96	412.54	495.85
6	98.34	122.49	83.89	104.91	54	469.01	542.66	424.83	508.67
7	101.92	127.05	86.94	108.80	55	482.91	556.25	437.27	521.47
8	105.64	131.79	90.07	112.82	56	496.90	569.73	449.85	534.23
9	109.52	136.72	93.33	117.00	57	511.00	583.12	462.54	546.94
10	113.53	141.83	96.73	121.35	58	525.28	596.53	475.34	559.63
11	117.70	147.14	100.24	125.86	59	539.77	610.06	488.27	572.32
12	121.96	152.60	103.85	130.51	60	554.43	623.63	501.35	584.99
13	126.31	158.19	107.57	135.31	61	569.18	637.12	514.58	597.67
14	130.74	163.92	111.38	140.25	62	583.91	650.36	527.96	610.32
15	135.17	169.70	115.30	145.34	63	598.55	663.26	541.49	622.96
16	139.56	175.49	119.35	150.59	64	613.08	675.78	555.17	635.62
17	143.96	181.24	123.51	155.96	65	627.51	688.00	569.00	648.29
18	148.39	186.99	127.81	161.49	66	641.87	700.02	582.95	660.97
19	152.93	192.82	132.25	167.19	67	656.23	711.96	597.01	673.65
20	157.63	198.77	136.85	173.05	68	670.62	723.89	611.18	686.28
21	162.51	204.86	141.63	179.10	69	685.08	735.88	625.41	698.85
22	167.59	211.13	146.58	185.35	70	699.57	747.92	639.70	711.32
23	172.89	217.57	151.71	191.81	71	714.03	759.96	654.01	723.65
24	178.39	224.19	157.05	198.49	72	728.31	771.82	668.29	735.77
25	184.11	230.97	162.59	205.38	73	742.30	783.39	682.52	747.65
26	190.02	237.92	168.33	212.48	74	756.06	794.79	696.70	759.28
27	196.12	245.06	174.25	219.81	75	769.61	806.04	710.81	770.69
28	202.45	252.43	180.38	227.36	76	782.96	817.10	724.82	781.93
29	209.07	260.10	186.72	235.15	77	796.09	827.96	738.75	792.99
30	215.98	268.13	193.28	243.19	78	808.88	838.50	752.57	803.90
31	223.20	276.51	200.06	251.48	79	821.22	848.62	766.30	814.67
32	230.73	285.24	207.07	260.01	80	833.06	858.28	779.95	825.33
33	238.57	294.32	214.31	268.79	81	844.35	867.44	793.32	835.65
34	246.69	303.71	221.78	277.82	82	855.11	876.14	806.20	845.32
35	255.13	313.42	229.47	287.06	83	865.41	884.52	818.65	854.42
36	263.85	323.46	237.39	296.52	84	875.29	892.64	830.77	863.05
37	272.87	333.79	245.55	306.24	85	884.70	900.42	842.56	871.26
38	282.19	344.41	253.96	316.23	86	893.61	907.74	854.23	879.42
39	291.78	355.31	262.66	326.53	87	902.00	914.57	865.71	887.44
40	301.68	366.47	271.65	337.13	88	909.91	920.94	876.75	894.98
41	311.86	377.87	280.93	348.04	89	917.44	926.92	887.57	902.26
42	322.32	389.47	290.49	359.26	90	924.79	932.67	898.61	909.76
43	333.04	401.25	300.35	370.75	91	932.44	938.64	911.14	918.98
44	344.00	413.16	310.49	382.53	92	941.30	945.72	926.19	931.12
45	355.19	425.17	320.90	394.56	93	952.84	955.39	944.38	946.86
46	366.61	437.31	331.58	406.82	94	970.13	970.93	967.56	968.28
47	378.27	449.59	342.51	419.29					

THE ABOVE RATES ARE BASED ON 175% OF THE COMMISSIONER'S 2001 STANDARD ORDINARY TOBACCO OR NON-TOBACCO MORTALITY TABLE, MALE OR FEMALE, AGE LAST BIRTHDAY. INTEREST IS 4.0% PER YEAR, COMPOUNDED ANNUALLY.

DEFINITIONS

When We use the following words, this is what We mean:

YOU, YOUR

The owner of this Policy.

WE, US, OUR

The Manhattan Life Insurance Company.

THE INSURED

The person whose life is insured under this Policy, as shown on page 3.

FACE AMOUNT

The amount of insurance as shown on page 3 or any endorsement to page 3.

AGE

The Insured's age last birthday.

PROCEEDS

The amount We are obligated to pay under the terms of this Policy when the Insured dies.

INDEBTEDNESS

Unpaid policy loans and loan interest.

ACCOUNT VALUE

The amount which forms the basis for the benefits provided under this Policy. Computation of the Account Value is described on page 6.

CASH VALUE

The Account Value less the expense charge and any surrender charges.

CASH SURRENDER VALUE

The Cash Value less any Indebtedness.

NET PREMIUM

The premium paid less the premium expense charge shown in the Policy Specifications.

POLICY DATE

The date this Policy takes effect, as shown on page 3. This is also the date from which Policy Anniversaries, Policy Years, Policy Months and deduction dates are determined.

POLICY ANNIVERSARY

The same day and month as Your Policy Date for each succeeding year Your Policy stays in force.

MONTHLY DEDUCTION DATE

The date each month on which all costs of insurance and expense charges are deducted from the Account Value. This is also the date We process partial withdrawals and any changes in the Face Amount.

FINAL DATE OF POLICY

The last date to which coverage can be continued.

WRITTEN REQUEST

A request in writing signed by You. All correspondence with Us should be sent to Us at Our Home Office. We also may require that Your Policy be sent in with Your request.

SECTION 1 - DEATH BENEFITS

PROCEEDS. If the Insured dies while this Policy is in force, the Proceeds will be paid to the Beneficiary. The Proceeds are the sum of:

1. the death benefit described below;
PLUS
2. any insurance on the Insured's life that may be provided by riders to this Policy;
LESS
3. any Indebtedness.

The Proceeds will be paid to the Beneficiary after We receive due proof of death and a proper written claim. However, if We are conducting an investigation, payment will not be made until such investigation has been completed.

DEATH BENEFIT. You have a choice of two death benefit options. The most recent option chosen will be shown on page 3 or any endorsement to page 3. The Proceeds to be paid on the date of death will be in accordance with that option. The death benefit options are as follows:

1. Under Option 1, the death benefit will be the greater of:
 - (a) the Face Amount on the date of death;
OR
 - (b) the Account Value on the Monthly Deduction Date which precedes the date of death (excluding the cost of insurance deductions for the month) times the specified percentage described below for the Insured's Age on the prior Policy Anniversary.

2. Under Option 2, the death benefit will be the greater of:
 - (a) the Face Amount on the date of death PLUS the Account Value on the Monthly Deduction Date which precedes the date of death (excluding the cost of insurance deductions for the month);
OR
 - (b) the Account Value on the Monthly Deduction Date which precedes the date of death (excluding the cost of insurance deductions for the month) times the specified percentage described below for the Insured's Age on the prior Policy Anniversary.

Also, the death benefit will be adjusted by all premiums received and any partial withdrawals made between the date of death and the prior Monthly Deduction Date.

SPECIFIED PERCENTAGES.

Attained Age	Percentage						
0-40	250	50	185	60	130	70	115
41	243	51	178	61	128	71	113
42	236	52	171	62	126	72	111
43	229	53	164	63	124	73	109
44	222	54	157	64	122	74	107
45	215	55	150	65	120	75-90	105
46	209	56	146	66	119	91	104
47	203	57	142	67	118	92	103
48	197	58	138	68	117	93	102
49	191	59	134	69	116	94	101

DEATH BENEFIT ADJUSTMENTS. At any time after the first Policy Year, while this Policy is in force, You may change the death benefit option or increase or decrease the Face Amount, subject to the following:

1. (a) If You change from Option 1 to Option 2, the death benefit will be increased by the amount of the Account Value.
(b) If You change from Option 2 to Option 1, the death benefit will be reduced by the amount of the Account Value. If this change is made during the Specified Period, the guaranteed no-lapse premium will not decrease.
2. For any requested increase in the Face Amount, or a change from Option 1 to Option 2, You must provide evidence of insurability satisfactory to Us and submit an application for such an increase. The increase will take effect on the date shown on an endorsement to page 3.

When You increase Your Face Amount, a new Table of Surrender Charges will be given and the guaranteed no-lapse premium shown on page 3 will be increased.

3. Any decrease in the Face Amount will take effect on the Monthly Deduction Date following the date We receive the request. However, if the request is received on the Monthly Deduction Date, the decrease will take effect on that date. The Face Amount may not be decreased to less than the minimum amount shown on page 3. The guaranteed no-lapse premium which applies during the Specified Period, and any surrender charges, will not decrease as a result of this change.

Decreases will be applied as follows:

- (a) to the most recent increase, if any; then
- (b) successively to each prior increase; and then
- (c) to the Face Amount on the Policy Date.

Changes to the death benefit options may not result in the Face Amount being decreased to less than the minimum amount shown on page 3. An endorsement to page 3 will be issued to show any change to the Face Amount, death benefit option or the guaranteed no-lapse premium. Changes will only be allowed if this Policy continues to qualify as life insurance as defined by the Internal Revenue Code.

A refund of premium is only due if the premium is received after the Monthly Deduction Date and immediately prior to the date of death.

SECTION 2 - ACCOUNT VALUE

ACCOUNT VALUE. The Account Value is determined as follows:

1. On the Policy Date - The first Net Premium;
LESS
the monthly deductions for the first month.
2. On any Monthly Deduction Date - The value on the last Monthly Deduction Date:
PLUS
Monthly interest earned on such value;
PLUS
All Net Premiums received since the prior Monthly Deduction Date with interest from the date such premiums were received;
LESS
The monthly deductions for the next policy month plus one month's interest;
LESS
Any partial withdrawals since the prior Monthly Deduction Date.

3. On other than a Monthly Deduction Date - The value on the last Monthly Deduction Date;
PLUS
All Net Premiums received since the prior Monthly Deduction Date;
LESS
Any partial withdrawals since the prior Monthly Deduction Date.

MONTHLY DEDUCTIONS. The deduction for any Policy Month consists of:

- (a) the cost of insurance;
PLUS
- (b) the monthly cost of any benefits provided by riders;
PLUS
- (c) the monthly expense charge shown in the Policy Specifications.

COST OF INSURANCE. The cost of insurance for any Policy Month is equal to:

- (a) the death benefit on the Monthly Deduction Date divided by the Interest Rate Factor shown on page 3;
LESS
- (b) The Account Value on the current Monthly Deduction Date before the deduction of the cost of insurance for the month;
TIMES
- (c) the monthly cost of insurance rate for each \$1,000 of Face Amount.

The cost of insurance rate is based on the Insured's attained Age, sex, class and issue date. The cost of insurance rates will not exceed those in the Table of Guaranteed Monthly Cost of Insurance Rates shown in the Policy Specifications. We can use cost of insurance rates that are lower than the guaranteed rates. These lower rates may be changed from time to time based on our expectation as to future mortality, expenses, interest, withdrawals and taxes. Any change We make will be on a uniform basis for insureds of the same age, sex, class and issue date of coverage. No change in class or cost will occur on account of a change in the Insured's health or occupation. Any change in policy cost factors will be determined in accordance with the procedures and standards on file with the Insurance Supervisory official in the state in which this Policy is delivered.

INTEREST RATE. The guaranteed interest rate used to determine the Account Value is shown on page 3. An interest rate greater than the guaranteed rate may be used to determine the Account Value. Such rate will be applied in the manner and at the rate We set from time to time. Interest is credited monthly after the expense and cost of insurance charges are deducted. We can apply a different interest rate to that part of the Account Value which equals an outstanding loan. Such rate will be 2% less than the loan rate, but never less than the guaranteed annual interest rate shown on page 3.

PAID-UP INSURANCE OPTION. While this Policy is in force, You may use its Cash Surrender Value to purchase single premium paid-up life insurance with a level death benefit. The maximum amount of insurance that may be purchased under this option will be the lesser of:

- (a) the Cash Surrender Value on the date paid-up insurance is requested divided by the applicable net single premium shown in the Policy Specifications multiplied by 1,000; or
- (b) the death benefit under this Policy on the date paid-up insurance is requested.

Paid-up insurance may be surrendered at any time for its then current value. However, if it is surrendered within 30 days after a Policy Anniversary, the value will not be less than the value on such anniversary, less any loans taken after the anniversary. The Cash Value of any paid-up insurance will be calculated using the applicable net single premium shown in the Policy Specifications at Your attained age. Any part of the Cash Surrender Value which is not used to purchase paid-up insurance will be paid to You. Once this option has been elected, this Policy will terminate. No expense charges will be applied after the paid-up option has been elected. Premium payments may not be resumed.

BASIS OF VALUES. Minimum values are based on the interest rates and mortality table shown in the Policy Specifications. The values under this Policy are equal to or greater than those required by the law of the state where this Policy is delivered. When required, We filed a detailed statement of the method of computation with the insurance department of that state.

SECTION 3 - PAYMENT DURING INSURED'S LIFE

MATURITY BENEFIT. If this Policy is in force and the Insured is alive on the Final Date of Policy, We will pay You the Account Value minus any Indebtedness. Coverage under this Policy will then end.

SURRENDERS. While this Policy is in force, You may surrender it for its Cash Surrender Value by sending Us a Written Request and the policy. The date of surrender will be the Monthly Deduction Date which falls on or immediately follows the date We receive such request and policy. All coverage under this Policy will end on that Monthly Deduction Date. The Cash Surrender Value on such date will be equal to:

- (a) the Account Value on the Monthly Deduction Date (excluding the monthly deductions for the next month);
LESS
- (b) the administrative charge and any surrender charge shown in the Policy Specifications;
LESS
- (c) any Indebtedness.

If this Policy is surrendered within 30 days after a Policy Anniversary, the Cash Surrender Value will not be less than the Cash Surrender Value on any such anniversary, less any loans taken after the anniversary.

SURRENDER CHARGES. If this Policy is surrendered in the first 14 Policy Years, a surrender charge will be deducted from the Account Value. A surrender charge will also be applied if this Policy is surrendered prior to the 14th anniversary of a requested increase in Face Amount.

PARTIAL WITHDRAWALS. While this Policy is in force, You may request a partial withdrawal by sending Us a Written Request. The date of withdrawal will be the Monthly Deduction Date which falls on or immediately follows the date We receive Your request. The amount requested must be at least equal to the minimum partial withdrawal amount shown on page 3 and cannot exceed the Cash Surrender Value on the Monthly Deduction Date the withdrawal is made.

When a partial withdrawal is made, We will reduce the Account Value and, if the Death Benefit Option is 1, the face amount by:
(a) the amount requested; (b) the administrative charge shown in the Policy Specifications; and (c) a pro-rata amount of any surrender charge. The amount of pro-rata surrender charge will be determined by the following formula:

$(A / B) * C$, where

- A ' the amount requested;
- B ' the Cash Value on the Monthly Deduction Date the withdrawal is being processed; and
- C ' the applicable surrender charge stated in the Policy Specifications.

If a pro-rata surrender charge is applied to a partial withdrawal, the surrender charges which apply to this Policy will be reduced by a proportionate amount. A partial withdrawal will not be permitted if it causes the Face Amount to be reduced to less than the minimum shown on page 3.

Reductions arising from partial withdrawals will be applied as follows:

- (a) to the most recent increase, if any; then
- (b) successively to each prior increase; and then
- (c) to the Face Amount on the Policy Date.

POLICY LOAN. While this Policy is in force, You can get cash from Us by taking a policy loan. This Policy will be the sole security of the loan. The most You can borrow at any time is the amount which, with accrued interest, will be equal to the Cash Surrender Value on the next Monthly Deduction Date.

LOAN INTEREST. Loan interest will accrue daily at an effective annual rate. This rate may change from year to year and will apply to any existing Indebtedness. Each Policy Anniversary We will compute the rate that will apply for the next Policy Year.

This Policy cannot lapse as a result of a change in the policy loan interest rate.

The loan interest rate is based on a published monthly average. That average will be:

1. The Monthly Average Corporate Bond Yield published by Moody's Investor's Service, Inc., or any successor to that service; or
2. If that monthly average is no longer published, a substantially similar average established by regulations issued by the insurance supervisor of the state in which this Policy is delivered.

The loan interest rate for each Policy Year will be the higher of:

1. The published monthly average for the calendar month which ends two months before the calendar month in which that policy year begins; or
2. The guaranteed annual interest rate shown on page 3 plus 1%.

The rate given in a Policy Year will be increased to the new rate only if such rate as determined above is at least .5% higher than the rate for the prior Policy Year. If the rate for a Policy Year is at least .5% lower than the rate for the prior year, the rate will decrease to the new rate, but not below the guaranteed annual interest rate shown on page 3 plus 1%.

You will receive written notice of the loan interest rate after We receive Your Written Request for a policy loan. If You have an outstanding loan, You will receive at least 31 days written notice of a change in such rate. Interest not paid when due will be added to the amount of Your loan. It will be added as of the due date and charged the same rate of interest as the rest of Your loan.

LOAN REPAYMENT. While this Policy is in force, You may repay all or part of Your loan. However, any loan repayment must be at least \$10, unless the balance due is less than \$10, then the entire balance must be paid. If You do not repay Your policy loan and loan interest, this Policy will not lapse unless the Cash Surrender Value is insufficient to pay the monthly deductions. In that case, the grace period will apply (see page 10).

DEFERMENT. We may delay paying any values for up to six months from the date We receive Your Written Request. If We delay for 10 days or more, interest will be paid at a rate not less than the guaranteed interest rate then being credited under the Interest Payments Option provision in section 6 of this Policy. We cannot, however, defer payment of any values if the amount is to be used to pay a premium to Us.

SECTION 4 - PREMIUMS AND REINSTATEMENT

PREMIUM PAYMENTS. Premiums must be paid to Us at Our Home Office. If You would like a receipt for a premium payment, We will give You one upon request. An amount at least equal to the guaranteed no-lapse premium is due on the Policy Date. No insurance will take effect until such amount is paid. Further premiums may be paid at any time this Policy is in force and prior to the Final Date of Policy. They may be paid in any amount subject to the limits described below. The actual amount and frequency of premium payments will affect the Account Value and may affect the amount and duration of insurance.

The scheduled premiums shown on page 3 may not be sufficient to continue this Policy in force until the Final Date of Policy, even if the amount is paid as scheduled. The period for which this Policy will continue depends on:

1. the amount, timing and frequency of premium payments;
2. changes in the Face Amount and death benefit options;
3. changes in the current interest credits and current cost of insurance;
4. changes in deductions for riders, if any; and
5. partial withdrawals and policy loans.

If scheduled or further premiums are not paid, this Policy may continue in force. As long as the Cash Surrender Value equals or exceeds the monthly deductions, this Policy will continue in force until the Final Date of Policy as shown on page 3. However, if the Cash Surrender Value is less than the monthly deductions, coverage will end according to the grace period. The amount and frequency of each scheduled premium are shown on page 3.

We will send premium notices according to the scheduled premium chosen. Such notices will be sent at three, six or twelve month intervals. You can request Us to change the amount and frequency of the scheduled premium by sending Us a Written Request.

If You send Us a Written Request, and We have the consent of Your bank, a monthly scheduled premium may be automatically withdrawn from Your bank account. Each monthly payment must be at least \$25. Payments other than monthly must be at least \$100. If, for any reason, your bank fails to pay a required premium, You must pay the amount that is due directly to Us. Such payment must be made before the end of the grace period to keep this Policy in force.

GUARANTEED NO-LAPSE PREMIUM. During the Specified Period shown in the Policy Specifications, and so long as the Account Value is sufficient to cover the monthly deduction, coverage will remain in force if the sum of the premiums paid to date, less any partial withdrawals or Indebtedness, equals or exceeds the product of:

- (a) the guaranteed no-lapse premium for such coverage as shown on page 3 or any endorsement to page 3;
TIMES
- (b) the total number of months the coverage has been in force.

If, at any time, the Account Value would fall below zero, coverage will end according to the grace period provision.

If, on any Monthly Deduction Date during the Specified Period shown in the Policy Specifications, such an amount has not been paid and the Cash Surrender Value on such date is less than the monthly deductions for the next month, coverage will end according to the grace period provision. Upon reinstatement, the Specified Period continues for the remainder of the original Specified Period.

At the end of the Specified Period, the guaranteed no-lapse premium may not be sufficient to keep this Policy in force. In this case, an additional amount will be payable in order to keep this Policy in force.

MAXIMUM PREMIUMS. The premiums paid will be monitored to ensure that they do not exceed the limits set by the Internal Revenue Code for life insurance. We will return to You any premiums, plus interest at the guaranteed interest rate shown on page 3, that exceed the guideline premium limit then applicable to this Policy under Section 7702 of the Internal Revenue Code.

If payment of an additional premium or an increase in the planned premium results in an increase in the net amount at risk, we reserve the right to refuse to accept the premium or request evidence of insurability before accepting the premium.

GRACE PERIOD. During the Specified Period shown in the Policy Specifications, if the guaranteed no-lapse premium is not paid and the Cash Surrender Value on a Monthly Deduction Date is less than the monthly deduction for the next month, a 61 day grace period will begin. After the Specified Period shown in the Policy Specifications, a grace period of 61 days will begin whenever the Cash Surrender Value on a Monthly Deduction Date is less than the monthly deduction for the next month. The grace period will begin on any date if the Account Value is less than the monthly deduction for the next month. A written notice will be sent to You at Your last known address as shown on Our records. If this Policy has been assigned, written notice will be sent to the assignee of record.

The written notice will be sent at least 30 days prior to the date the grace period ends. If a sufficient amount of premium is not sent by the end of the grace period, this Policy will lapse without value.

A Sufficient amount of premium@, as it is used here, means:

1. During the Specified Period shown in the Policy Specifications:
 - (a) the greater of:
 - (1) an amount to make the total premiums paid to date, less withdrawals and Indebtedness equal or exceed the guaranteed no-lapse premium shown on page 3 times the number of months coverage has been in force; or
 - (2) an amount sufficient to make the Account Value equal or exceed the monthly deduction for the next month;
 - or
 - (b) an amount sufficient to make the Cash Surrender Value equal or exceed the next two monthly deductions; whichever is less.
2. After the Specified Period shown in the Policy Specifications, an amount sufficient to make the Cash Surrender Value equal or exceed the next two monthly deductions.

If the Insured dies during the grace period, We will pay the Proceeds as stated in this Policy less any deductions owed to Us.

REINSTATEMENT. If sufficient amount of premium is not paid during the grace period and this Policy lapses, You may reinstate it while the Insured is alive if it has not been surrendered for its Cash Surrender Value and We receive:

1. a Written Request within 5 years after the end of the grace period and before the Final Date of Policy; and
2. satisfactory evidence of insurability; and
3. (a) during the Specified Period, payment of enough premium to pay:
 - (1) an amount equal to the guaranteed no-lapse premium due from the date of lapse to the reinstatement date; and
 - (2) an amount sufficient to keep this Policy in force for the next two months after reinstatement; or
- (b) after the Specified Period, payment of enough premium to pay:
 - (1) the unpaid monthly deductions due during the last expired grace period; and
 - (2) an amount sufficient to make the Cash Surrender Value equal or exceed the next two monthly deductions; and
4. payment or reinstatement of any Indebtedness and interest.

The Account Value on the reinstatement date will be the sum of A plus B less C, where:

- A ‘ the payment to reinstate this Policy, including interest earned from the date We receive Your payment;
B ‘ an amount equal to the Account Value less any outstanding loan on the default date; and
C ‘ the amount of monthly deductions due on the date of reinstatement.

The Surrender Charge on the date of reinstatement is the charge that was in effect on the date of default and the Surrender Charge period will be considered to run from the default date.

The effective date of the reinstatement will be the Monthly Deduction Date following the date We approve the reinstatement application. The amount of coverage under the reinstated policy cannot exceed the amount which ended under this Policy.

If a person other than the Insured is covered by an attached rider, such person’s coverage will be reinstated according to that rider.

SECTION 5 - OWNERSHIP AND BENEFICIARY

OWNER. The owner of this Policy is the Insured named on page 3, unless stated otherwise in the application or later changed. As owner, You can exercise all rights under Your Policy while the Insured is alive.

BENEFICIARY. The Beneficiary is as stated in the application, unless later changed. The Beneficiary will receive the Proceeds when the Insured dies.

If two or more beneficiaries are alive when the Insured dies, We will pay them in equal shares unless You have chosen otherwise. If no Beneficiary is alive when the Insured dies, You will be the Beneficiary if living, otherwise Your estate.

CHANGE. To change the owner or Beneficiary, send Us a Written Request while the Insured is alive. The change will take effect as of the date the request is signed, subject to receipt by Us. Once received, any earlier owner or Beneficiary designations will be void, unless specified otherwise. The change will not apply to any payment made by Us before We received Your request. An irrevocable Beneficiary may not be changed without that Beneficiary’s written consent.

ASSIGNMENT. You may assign this Policy. We will not be bound by any assignment unless it is in writing and is recorded at Our Home Office. We are not responsible for the validity of any assignment. Any amount to be paid to an assignee will be paid in a single sum. Any claim made by an assignee will be subject to proof of the assignee’s interest and the extent of the assignment.

SECTION 6 - PAYMENT OF BENEFITS

PAYMENT. Any amount to be paid under this Policy will be paid in a single sum, unless one of the following payment options is chosen. All or part of the amount to be paid may be applied to any payment option. Any amount under \$1,000 will be paid in cash.

PAYMENT OPTIONS

1. **Interest Payments.** Any amount applied under this option will earn interest that can either be paid monthly or left to accumulate. Interest will be credited at an effective rate of 3.0% per year or any higher rate We declare.

The first interest payment will be made one month after this option takes effect. You may withdraw the accumulated interest and all or part of the amount at any time. The minimum withdrawal allowed will be \$500.

2. **Fixed Period Payments.** A monthly payment, plus interest, will be made for the number of years chosen, up to a maximum of 30 years.

The first payment will be made on the date this option takes effect. The present value of any unpaid monthly payments may be withdrawn at any time.

3. **Fixed Amount Payments.** Monthly payments of not less than \$25 per \$1,000 of the amount applied under this option will be made until the full amount plus interest has been paid. The first payment will be made on the date this option takes effect. The unpaid balance may be withdrawn at any time.

4. **Life Income Payments.** Monthly payments will be made according to the option chosen below. The first payment will be made on the date this option takes effect. Payments will be based on the payee's sex and age on the date the first payment is due. Payment will be subject to satisfactory proof of the payee's age.

(a) **Life Income.** Payments will be made only during the lifetime of the payee.

(b) **Life Income with Certain Period.** Payments will be made for a guaranteed period of either 10 or 20 years. Such payments will be made even if the payee dies. After the certain period, payments will only be made while the payee is alive. If the Minimum Income Tables on page 13 show the same amount for different periods for the age at which payments begin, We will pay that amount for the longest period which is shown.

We reserve the right to require proof that the payee is alive at any time any payment is made. You may not withdraw any amount applied to any of the life income options.

5. **Other Payment Options.** Any amount payable under this Policy may be paid in any manner agreed to by Us.

PAYMENT OPTION RATES

1. **Interest Payments, Fixed Period Payments and Fixed Amount Payments.** Amounts applied to these options will earn interest at rates declared annually by Us. The minimum effective rate will be 3.0% per year. Interest in excess of 3.0% will increase the amount of payments or, for the Fixed Amount Payments Option, the period of payments will be lengthened. The present value of any unpaid payment will be based on the 3.0% interest rate.

2. **Life Income Options.** Payments will be based on rates declared by Us. Payments will not be less than the minimums described in the Minimum Income Tables on page 13.

Basis of Values. Minimum income rates are based on the Annuity 2000 Mortality Table. Interest is assumed at the rate of 3.0% per year.

PAYMENT OPTION GUIDELINES

Choice of Payment Options. You may choose a payment option while the Insured is alive. When the Insured dies, the Beneficiary may choose a payment option if none is then in effect.

Effective Date. The most recent payment option chosen by You and recorded at Our Home Office while the Insured is alive, will take effect on the date the Insured dies. All other payment options will take effect when the Written Request is recorded at Our Home Office or later, if specified.

Transfer Between Options. A Beneficiary receiving payment under an option with the right to withdraw may transfer the withdrawal value to any other option available.

Life Income Option Limitations. The life income option will not be available, except with Our consent, if the payee is a corporation; partnership; association or guardian, trustee or representative of an estate.

Minimum Amounts. Amounts of less than \$1,000 may not be applied under any payment option. If payments are less than \$20, We have the right to change the payment frequency or pay the withdrawal value.

Payment Certificate. At the time an amount becomes payable under a payment option, a payment certificate will be issued to the payee in exchange for this Policy. The effective date of the certificate will be the effective date of the option.

Death of Payee. If any payments remain to be made when the payee dies, they will be made according to the terms of the payment certificate.

Withdrawal and Change Limitations. The right to change the method of payment will be available if it is provided in the payment certificate. Any change or withdrawal will be subject to the Payment Options and Payment Option Guidelines provisions of this Policy.

Deferment. We may delay paying a withdrawal for up to six months from the date the Written Request is recorded at Our Home Office. If We delay for ten days or more, interest will be paid on the withdrawal at a rate not less than the interest rate currently applied under the Interest Payments Option provision on page 11. We may declare a higher rate from the date the withdrawal request is recorded to the payment date. We also may require the payment certificate for endorsement.

MINIMUM INCOME TABLES

The tables list the minimum income per \$1,000 of the amount applied under options 2 and 4.

MINIMUM MONTHLY INCOME PAYMENTS FOR EACH \$1,000 OF AMOUNT PAYABLE

Option 2 - Fixed Period Payments

Period (Years)	Monthly Payment	Period (Years)	Monthly Payment	Period (Years)	Monthly Payment
1	84.47	11	8.86	21	5.32
2	42.86	12	8.24	22	5.15
3	28.99	13	7.71	23	4.99
4	22.06	14	7.26	24	4.84
5	17.91	15	6.87	25	4.71
6	15.14	16	6.53	26	4.59
7	13.16	17	6.23	27	4.47
8	11.68	18	5.96	28	4.37
9	10.53	19	5.73	29	4.27
10	9.61	20	5.51	30	4.18

The equivalent annual, semi-annual and quarterly payments equal 11.839, 5.963 and 2.993 times the monthly payments shown, respectively.

Amounts for other durations will be furnished upon request.

Option 4 - Life Income Payments

MALE			Age Last Birthday of Payee When 1 st Payment is Payable	FEMALE		
20 Year Certain	10 Year Certain	Life Only		20 Year Certain	10 Year Certain	Life Only
3.50	3.53	3.54	40	3.35	3.37	3.38
3.70	3.76	3.78	45	3.54	3.57	3.57
3.95	4.05	4.08	50	3.76	3.81	3.83
4.24	4.41	4.46	55	4.03	4.13	4.15
4.56	4.88	4.98	60	4.35	4.54	4.59
4.88	5.48	5.69	65	4.71	5.07	5.18
5.16	6.23	6.67	70	5.05	5.78	6.01

Amounts for other ages will be furnished upon request.

SECTION 7 - GENERAL PROVISIONS

CONTRACT. The entire contract consists of this Policy, the attached application, any supplemental applications and any riders or endorsements attached to this Policy. All statements in the application will be representations and not warranties. No statement will be used to void this Policy, or to contest a claim under it, unless it appears in the application.

MODIFICATIONS. No agent has the authority to modify, change or waive any provision of this Policy. A modification will only be valid if it is in writing and approved by Our President or a Vice President. We may request that You submit this Policy for endorsement to show any change.

INCONTESTABILITY. We will not contest this Policy after it has been in force during the Insured’s life for two years from the issue date. We will also not contest any requested increase to the death benefit which requires evidence of insurability after such increase has been in force during the Insured’s life for two years.

A contest on a requested increase which occurs within the first two years after the increase takes effect will be limited to material misrepresentations made in the application for the increase.

If this Policy is reinstated, this provision will be measured from the reinstatement date.

SUICIDE. If the Insured commits suicide within two years from the issue date, the Proceeds will not be paid. Instead, the Beneficiary will receive an amount equal to the premiums paid less any Indebtedness and less any partial withdrawals. If the Insured commits suicide after the second Policy Anniversary, and it occurs within two years of the effective date of any requested increase in the Face Amount which requires evidence of insurability, We will only be liable for the cost of insurance for such increase from the date the increase took effect.

AGE OR SEX. If the Insured’s Age or sex is misstated in the application, the amount of the death benefit will be that which would be purchased by the most recent cost of insurance rate at the correct age or sex.

GUARANTEED ISSUE. If this Policy is issued without evidence of insurability, as a conversion from a previously issued policy, the incontestability and suicide provisions will be measured from the date the prior policy or agreement took effect.

END OF POLICY. This Policy will end if:

1. You request that it ends;
 2. the Insured dies;
 3. the date is the Final Date of Policy; or
 4. the grace period ends prior to the payment of sufficient premium.
- Any deductions We make after this Policy ends will not be a reinstatement or waiver of Our right to end the policy. Any such deduction will be refunded.

ANNUAL REPORT. At least once a year, You will receive an annual report for the prior Policy Year which shows the following:

1. the premiums paid;
2. cost of insurance charges;
3. interest credits;
4. applied charges;

5. Account Value and Cash Surrender Value at the beginning and end of the report period;
6. current rate of interest credit;
7. partial withdrawals;
8. loan activity; and
9. death benefit at the beginning and end of the report period.

The report will also include any other information required by the Superintendent of Insurance.

PROJECTION REPORTS. On request, You may also receive a report of the expected future benefits and values of this Policy. A reasonable charge for such a request will be deducted from Your Account Value on the next Monthly Deduction Date. However, a charge will not be deducted for the first report requested during a Policy Year.

NOTICE

This Policy is valuable property. If anyone suggests replacing it. Please contact Us first to be certain of Your rights and values.

When You write to Us, please give Us Your name, address and policy number. Please notify Us promptly of any changes. We will write to You at Your last known address.

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

Proceeds are payable if the Insured dies while this Policy is in force and before the Final Date of Policy.

Account Value, less any Indebtedness, to be paid on the Final Date of Policy if the Insured is alive.

Adjustable Death Benefit after the first Policy Year.

Premiums are flexible after the first premium and can be paid while the Insured is alive and before the Final Date of Policy.

Premiums must be sufficient to keep this Policy in force.

Period of coverage is flexible according to the terms of this Policy.

This Policy is non-participating.

POLICY SPECIFICATIONS

IMPORTANT DATES:

POLICY DATE: [00000000000000] MONTHLY DEDUCTION DATE: DAY [0] OF EACH CALENDAR MONTH
FINAL DATE OF POLICY: [00000000000000]

PREMIUM INFORMATION:

SCHEDULED PREMIUM: [\$000.00] PAYABLE: [00000000]
GUARANTEED NO-LAPSE PREMIUM DURING THE SPECIFIED PERIOD: [\$00.00] PER POLICY MONTH
SPECIFIED PERIOD: 5 YEARS (SEE PAGE 10)

The Guaranteed No-Lapse Premium does not protect this policy from lapsing if the Account Value is insufficient to cover the monthly deduction. An additional lump sum payment may be required to keep this Policy in force at the end of the Guaranteed No-Lapse Period. You may contact Us for additional information.

INTEREST INFORMATION:

GUARANTEED INTEREST RATE: 3.0% PER YEAR, COMPOUNDED ANNUALLY
0.24663% PER MONTH, COMPOUNDED MONTHLY
INTEREST RATE FACTOR: 1.0024663
CURRENT POLICY LOAN INTEREST RATE: VARIABLE (SEE PAGE 8)
SUCH RATE WILL NEVER BE MORE THAN THE MAXIMUM PERMITTED BY STATE LAW.

MISCELLANEOUS INFORMATION:

MINIMUM FACE AMOUNT OF INSURANCE: \$25,000.00
MINIMUM PARTIAL WITHDRAWAL: \$500.00

MONTHLY EXPENSE CHARGE: \$5.00

MAXIMUM PREMIUM EXPENSE CHARGE: 5.0%

EACH PARTIAL WITHDRAWAL AND SURRENDERS: \$25.00

ADDITIONAL AMOUNTS ARE NOT GUARANTEED AND WE HAVE THE RIGHT TO CHANGE THE AMOUNT OF INTEREST CREDITED TO THE POLICY AND THE AMOUNT OF COST OF INSURANCE OR OTHER EXPENSE CHARGES DEDUCTED UNDER THE POLICY WHICH MAY REQUIRE MORE PREMIUM TO BE PAID THAN WAS ILLUSTRATED OR THE CASH VALUES MAY BE LESS THAN THOSE ILLUSTRATED.

RIDERS AND BENEFITS:

Spouse Term Insurance Rider [\$000000]
Child Term Insurance Rider:
Child - age 3 [\$000000]
Child - age 10 [\$000000]
Accidental Death Benefit Rider [\$000000]
Waiver of Monthly Deductions Rider

INSURED: [00000000000000] FACE AMOUNT: \$[00,000]
AGE AND SEX: [000000000] POLICY NUMBER: [00000000]
CLASS: [00000000000000] DEATH BENEFIT OPTION: [0]

THIS POLICY MAY END BEFORE THE FINAL DATE OF POLICY IF PREMIUMS PAID ARE INSUFFICIENT TO CONTINUE COVERAGE TO THAT DATE (SEE SECTION 4 FOR DETAILS).

THE PART OF THE ACCOUNT VALUE WHICH EQUALS AN OUTSTANDING LOAN MAY BE CREDITED WITH A RATE WHICH IS 2% LESS THAN THE CURRENT VARIABLE POLICY LOAN INTEREST RATE. HOWEVER, SUCH RATE WILL NEVER BE LESS THAN THE GUARANTEED INTEREST RATE STATED ABOVE.

The Manhattan Life Insurance Company

Home Office: 225 Community Drive, Suite 11, Great Neck, NY 11021
Administrative Office: Five Waterside Crossing, Third Floor, Windsor, CT 06095

Spouse Term Insurance Rider

CONSIDERATION - This Rider is a part of the Policy to which it is attached. It is issued in consideration of the application and payment of the amount explained in the Cost provision below.

EFFECTIVE DATE - This Rider will take effect on the Policy Date if it is applied for on the original application. If this Rider is added at a later date, it will take effect on the next Monthly Deduction Date after the Home Office approves the request for this benefit.

BENEFIT - If the Insured Spouse dies while the Policy and this Rider are in force, due proof of such death must be sent to the Home Office. When proof is received, We will pay the amount of this benefit as shown on page 3 of the Policy. Payment is subject to the terms and conditions of the Policy and this Rider.

INSURED SPOUSE - The Insured Spouse is the person who is named as such on the application for this Rider.

BENEFICIARY - The beneficiary of this benefit is the Insured named on page 3 of the Policy.

INCONTESTABILITY - This Rider will not be contested after it has been in force during the Insured Spouse's life for two years from the date it takes effect. Also, if the amount of This Rider is increased, the increased amount will not be contested after it has been in force during the Insured Spouse's life for two years from the date it takes effect. If this Rider is reinstated, this provision will be measured for the effective date of the reinstatement.

SUICIDE - If the Insured Spouse commits suicide within two years from the date this Rider takes effect, this benefit will not be paid. Instead, the beneficiary will receive an amount equal to the total amount paid for this Rider. Also, if the Insured Spouse commits suicide within two years from the date any increase to this benefit takes effect, the beneficiary will receive an amount equal to the total amount paid for the increased amount.

AGE OR SEX - If the Insured Spouse's age or sex is misstated in the application, the amount of this benefit will be that which would be purchased by the most recent cost of insurance rate at the correct age or sex.

REINSTATEMENT - If the Policy ends because sufficient premium was not paid to continue coverage, then this Rider will also end. However, this Rider may be reinstated if:

1. satisfactory evidence of insurability on the Insured Spouse is sent to the Home Office; and
2. the Policy to which this Rider is attached is reinstated at the same time.

BENEFIT ADJUSTMENTS - On any Policy Anniversary, this benefit may be increased or decreased, subject to a Written Request and the following:

1. For any increase, evidence of insurability on the Insured Spouse plus an application for such increase must be sent to the Home Office. This benefit may not be increased to more than the Insured's Face Amount, as shown on page 3 of the Policy; and
2. Any decreases will take effect on the Monthly Deduction Date following the date the Home Office receives the request. Decreases will be applied to the most recent increase, if any, and the successively to each prior increase. This benefit may not be decreased to less than \$10,000.

POLICY VALUES - This Rider will not increase the values of the Policy. Reserves for this Rider are based on 150% of the 2001 Commissioners Standard Ordinary Mortality Table, Tobacco/Non-Tobacco, Male/Female, Age Last Birthday with 4.0% interest.

END OF POLICY - If the Policy ends due to either the Insured's death or the date is the Final Date of Policy, then this Rider may be converted to a new Policy. This Rider may also be converted if the Insured commits suicide. Conversion must be made within 31 days after the Policy ends and is subject to the conversion provision below. Evidence of insurability will not be required for such conversion. Also, if the Insured Spouse dies within such 31 day period, the benefit provided by this Rider will be paid as if the insurance had not ended.

CONVERSION - While the Policy and this Rider are in force, the insurance on the Insured Spouse may be converted without evidence of insurability. Written request for such conversion and payment of the first premium must be made on or before the requested date of conversion. Conversion may be to any individual life insurance Policy, except term insurance, issued by Us at the time of conversion.

The amount of the new Policy may not exceed the amount of this benefit. Also, the amount of the new Policy may not be less than the minimum face amount allowed for that plan of insurance.

The new Policy will take effect on the date of conversion. The Policy form, premiums and Policy values will be those then in use at the time of conversion for the then attained age of the Insured Spouse. The premium class of the new Policy will be the same as the premium class of this Rider.

The new Policy will be issued without any extra benefits, unless evidence of insurability is submitted for such benefits. Also, the Suicide and Incontestability provisions of the new Policy will be measured from the effective date of this Rider.

COST - The cost of this Rider is determined as follows:

- First - find the cost of insurance rate, as shown in the table below for the Insured Spouse's age last birthday;
- Second - multiply the rate by the amount of spouse term insurance, as shown on page 3 of the Policy; and
- Third - divide the result by 1,000 to get the monthly cost of this Rider.

1. The initial premium rate for this Rider shown on page 3 of the Policy is subject to change, but will never exceed the "Guaranteed Monthly Cost of Insurance Rates" for the Insured Spouse's attained age.
2. The cost for this Rider will be deducted monthly from the Account Value.

END OF RIDER - This Rider will end on the earlier of:

1. the date the Policy ends;
2. the date the Policy is surrendered;
3. the Final Date of Policy, as shown on page 3 of the Policy;
4. the date the grace period ends if sufficient premium to continue coverage is not paid;
5. the Policy Anniversary falling on or next following the Insured Spouse's 70th birthday;
6. the date the Home Office receives a Written Request from the owner of the Policy to end this Rider; or
7. the date of the Insured Spouse's death.



President



Secretary

TABLE OF GUARANTEED MONTHLY COST OF INSURANCE RATES
(Per \$1,000 of Benefit)

Attained Age	Male		Female		Attained Age	Male		Female	
	Non- Tobacco User	Tobacco User	Non- Tobacco User	Tobacco User		Non- Tobacco User	Tobacco User	Non- Tobacco User	Tobacco User
18	0.11509	0.14263	0.05377	0.06378	45	0.30561	0.59983	0.22408	0.41110
19	0.11759	0.15390	0.05627	0.07003	46	0.33448	0.65528	0.24664	0.45384
20	0.11884	0.16267	0.05627	0.07379	47	0.35833	0.70194	0.27298	0.50666
21	0.11884	0.17019	0.05877	0.07879	48	0.37717	0.73727	0.30184	0.56960
22	0.11884	0.17896	0.06002	0.08254	49	0.40104	0.78272	0.33448	0.64016
23	0.12009	0.18773	0.06002	0.08630	50	0.43246	0.84209	0.37089	0.71582
24	0.12135	0.19775	0.06253	0.09130	51	0.47270	0.91922	0.41235	0.79914
25	0.12510	0.20903	0.06378	0.09881	52	0.52177	1.01289	0.45887	0.88886
26	0.13011	0.22032	0.06878	0.10507	53	0.57842	1.12569	0.50792	0.98629
27	0.13261	0.22658	0.07128	0.11133	54	0.65024	1.26026	0.55953	1.09019
28	0.13011	0.22784	0.07504	0.11884	55	0.73096	1.40398	0.61873	1.20057
29	0.12886	0.22658	0.07879	0.12635	56	0.81429	1.55307	0.68302	1.31873
30	0.12761	0.22533	0.08254	0.13387	57	0.89519	1.69094	0.75115	1.43836
31	0.12635	0.22658	0.08755	0.14388	58	0.97617	1.82266	0.82187	1.56327
32	0.12761	0.23034	0.09256	0.15390	59	1.07117	1.97769	0.89392	1.69733
33	0.13136	0.23787	0.09881	0.16643	60	1.18660	2.16902	0.96984	1.83674
34	0.13387	0.24664	0.10632	0.18272	61	1.32764	2.40338	1.05343	1.98795
35	0.14013	0.25668	0.11509	0.19901	62	1.49187	2.67338	1.14218	2.14845
36	0.14639	0.27173	0.12385	0.21530	63	1.67178	2.96382	1.23613	2.31316
37	0.15516	0.28929	0.13136	0.22909	64	1.85979	3.25535	1.33908	2.49112
38	0.16643	0.31063	0.13762	0.24288	65	2.05596	3.54144	1.45364	2.68374
39	0.17645	0.33448	0.14514	0.25793	66	2.25521	3.81940	1.57858	2.89370
40	0.19024	0.36336	0.15390	0.27424	67	2.46401	4.10101	1.71778	3.12767
41	0.20653	0.39853	0.16392	0.29306	68	2.68503	4.39026	1.87260	3.38455
42	0.22658	0.44001	0.17520	0.31690	69	2.93394	4.70982	2.04184	3.66850
43	0.25041	0.48905	0.18898	0.34326					
44	0.27675	0.54442	0.20527	0.37466					

SERFF Tracking Number: TAPK-126038671 State: Arkansas
 Filing Company: Manhattan Life Insurance Company State Tracking Number: 41579
 Company Tracking Number:
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Universal Life
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
Readability certificate.pdf		
Compliance certificate.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Attachment:		
Submission letter AR.pdf		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: This is not an individual health product		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Authorizations		
Comments:		
Attachments:		
L&Eauthorization.pdf		
MLICauthorizationform2008_08_04_15_19_53.pdf		

	Item Status:	Status Date:

SERFF Tracking Number: TAPK-126038671 State: Arkansas
Filing Company: Manhattan Life Insurance Company State Tracking Number: 41579
Company Tracking Number:
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Universal Life
Project Name/Number: /

Satisfied - Item: Submission letter

Comments:

Attachment:

Submission letter AR.pdf

Readability Certification

Insurance Company: The Manhattan Life Insurance Company

<u>Form Number</u>	<u>Description of Form</u>	<u>Score</u>
SIUL08	Flexible Premium Adjustable Life Insurance Policy	52.95
RSIUL08	Flexible Premium Adjustable Life Insurance Policy	52.95
SPT-SI08	Spouse Term Insurance Rider	50.6

I hereby certify that the above referenced form complies with the readability requirements of this State.

Mary Lou Rainey

Authorized Signature

Mary Lou Rainey

Name

Secretary

Title

February 17, 2009

Date

Compliance Certification

Insurance Company: The Manhattan Life Insurance Company

Form Number

SIUL08

RSIUL08

SPT-SI08

Description of Form

Flexible Premium Adjustable Life Insurance Policy

Flexible Premium Adjustable Life Insurance Policy

Spouse Term Insurance Rider

I hereby certify that in connection with the above referenced forms, The Manhattan Life Insurance Company will comply with the requirements of:

Rule & Regulation 19 pertaining to Unfair Sex Discrimination;
Rule & Regulation 34 pertaining to Universal Life Insurance; and
Rule & Regulation 49 pertaining to Guaranty Association Notices



Authorized Signature

Mary Lou Rainey

Name

Secretary

Title

February 17, 2009

Date



T. ALLEN PARK & ASSOCIATES, INC.

2325 Havard Oak Drive Plano, TX 75074
(972) 398-3733 Uheas@aol.com

February 17, 2009

Arkansas Insurance Department

RE: The Manhattan Life Insurance Company NAIC # 65870

SIUL08	Flexible Premium Adjustable Life Insurance Policy
RSIUL08	Flexible Premium Adjustable Life Insurance Policy
SPT-SI08	Spouse Term Insurance Rider

Dear Sir or Madam:

This filing is being submitted on behalf of The Manhattan Life Insurance Company. The above referenced forms are being submitted for your review and approval. These forms are new and not intended to replace any previously approved forms.

Forms SIUL08 and RSIUL08 are individual flexible premium adjustable life insurance policies. Form SPT-SI08 is a spouse term insurance rider to be used with both policies. The application to be used with these policies is form number ML-SIUL-04 which was approved by your office on December 17, 2003.

When approved these forms will be used with the following:

Form	Form Number	Approval Date
Arkansas Required Notice	ARINS 08/08	September 18, 2008
Accidental Death Benefit Rider	ABD-SI01	December 7, 2003
Child(ren) Term Rider	CHT01	December 7, 2003
Waiver of Monthly Deduction Rider	WP-SI01	December 7, 2003

A similar policy was filed in Company's domiciliary State of New York on January 26, 2009.

The readability scores are 52.95 for form SIUL08, 52.95 for form RSIL08 and 50.6 for form SPT-SI08.

Should you have any questions or need additional information, please do not hesitate to call me at (972) 398-3733.

Sincerely,

Suzanne Heasley, FLMI, CLU
Legal Assistant and Compliance Specialist

Dallas

Glenn A. Tobleman, F.S.A., F.C.A.S.
S. Scott Gibson, F.S.A.
Cabe W. Chadick, F.S.A.
Steven D. Bryson, F.S.A.
Michael A. Mayberry, F.S.A.
Gregory S. Wilson, F.C.A.S.
David M. Dillon, F.S.A.
Bonnie S. Albritton, F.S.A.
Brian D. Rankin, F.S.A.
Robert E. Gove, A.S.A.
Alexis M. Bash, A.S.A.
Sarah A. Hoover, A.S.A.
Wes R. Campbell, A.S.A.
Jacqueline B. Horstmann, A.S.A.
Robert B. Thomas, Jr., F.S.A., C.F.A. (Of Counsel)



Kansas City

Gary L. Rose, F.S.A.
Terry M. Long, F.S.A.
David L. Batchelder, A.S.A.
Leon L. Langlitz, F.S.A.
Gary R. McElwain, FLMI
Christopher H. Davis, F.S.A.
Thomas L. Handley, F.S.A.
Anthony G. Proulx, F.S.A.
Karen E. Elsom, F.S.A.
Jill J. Humes, F.S.A.

London

Roger K. Amin, F.S.A.
Timothy A. DeMars, F.S.A.
Scott E. Morrow, F.S.A.

October 9, 2008

Re: Filing Authorization

T. Allen Park & Associates, Inc.
9441 LBJ Freeway, Suite 102
Dallas, TX 75074

Re: Manhattan Life Insurance Company

To Whom It May Concern:

I hereby authorize Suzanne Heasley and Vicki Rowe to submit state filings of insurance forms/rates/products on behalf of Lewis & Ellis, Inc. regarding Manhattan Life Insurance Company.

This authorization includes the power to provide necessary assurances and certifications related to such forms, rates and or products except as prohibited by law. This authorization is to be effective until revoked in writing by an authorized representative of Lewis & Ellis, Inc.

Sincerely,

A handwritten signature in cursive script that reads 'Michael A. Mayberry'.

Michael A. Mayberry, FSA, MAAA
Vice President & Principal
Lewis & Ellis, Inc.



Mailing Address: Post Office Box 851857 • Richardson, Texas 75085-1857
2929 N Central Expressway, Suite 200 • Richardson, TX 75080 • 972-850-0850 • FAX: 972-850-0851



MANHATTAN LIFE

August 4, 2008

Re: Filing Authorization
Lewis & Ellis, Inc.
2929 N. Central Expressway, Suite 200
P.O. Box 851857

Re: Manhattan Life Insurance Company

To Whom It May Concern:

We hereby authorize Lewis & Ellis, Inc. to submit state filings of insurance forms/rates/products on behalf of Manhattan Live Insurance Company.

This authorization includes the power to provide necessary assurances and certifications related to such forms, rates and or products except as prohibited by law.

This authorization is to be effective until revoked in writing by an authorized representative of Manhattan Life Insurance Company.

Sincerely,

MANHATTAN LIFE INSURANCE COMPANY



Signature of Company Officer/Representative



T. ALLEN PARK & ASSOCIATES, INC.

2325 Havard Oak Drive Plano, TX 75074
(972) 398-3733 Uheas@aol.com

February 17, 2009

Arkansas Insurance Department

RE: The Manhattan Life Insurance Company NAIC # 65870

SIUL08	Flexible Premium Adjustable Life Insurance Policy
RSIUL08	Flexible Premium Adjustable Life Insurance Policy
SPT-SI08	Spouse Term Insurance Rider

Dear Sir or Madam:

This filing is being submitted on behalf of The Manhattan Life Insurance Company. The above referenced forms are being submitted for your review and approval. These forms are new and not intended to replace any previously approved forms.

Forms SIUL08 and RSIUL08 are individual flexible premium adjustable life insurance policies. Form SPT-SI08 is a spouse term insurance rider to be used with both policies. The application to be used with these policies is form number ML-SIUL-04 which was approved by your office on December 17, 2003.

When approved these forms will be used with the following:

Form	Form Number	Approval Date
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Accidental Death Benefit Rider	ABD-SI01	December 7, 2003
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Waiver of Monthly Deduction Rider	WP-SI01	December 7, 2003

A similar policy was filed in Company's domiciliary State of New York on January 26, 2009.

The readability scores are 52.95 for form SIUL08, 52.95 for form RSIL08 and 50.6 for form SPT-SI08.

Should you have any questions or need additional information, please do not hesitate to call me at (972) 398-3733.

Sincerely,

Suzanne Heasley, FLMI, CLU
Legal Assistant and Compliance Specialist