

SERFF Tracking Number: AULD-126143941 State: Arkansas
Filing Company: American United Life Insurance Company State Tracking Number: 42332
Company Tracking Number: TDA.SPFIAONLY-K.KM
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium
Product Name: TDA Fixed Interest Account
Project Name/Number: TDA Fixed Interest Account/TDA.SPFIAonly-K.KM

Filing at a Glance

Company: American United Life Insurance Company

Product Name: TDA Fixed Interest Account SERFF Tr Num: AULD-126143941 State: Arkansas
TOI: A02G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 42332
variable Closed
Sub-TOI: A02G.003 Single Premium Co Tr Num: TDA.SPFIAONLY- State Status: Approved-Closed
K.KM

Filing Type: Form

Reviewer(s): Linda Bird
Author: Ann Smith Disposition Date: 05/14/2009
Date Submitted: 05/11/2009 Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: TDA Fixed Interest Account
Project Number: TDA.SPFIAonly-K.KM
Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments: Pursuant to
Indiana Regulation IC 27-1-12.5-1 and Bulletin
93, these group annuity forms are exempt from
filing in the state of Indiana.

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 05/14/2009

Market Type: Group
Group Market Size: Small and Large
Group Market Type: Employer
Explanation for Other Group Market Type:
State Status Changed: 05/14/2009
Created By: Ann Smith
Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Ann Smith

Filing Description:

Re: American United Life Insurance Company (AUL)

AUL's NAIC #60895 and FEIN #35-0145825

- 1) Form TDA.SPFIAonly-K.KM, - TDA Group Annuity Contract
- 2) Form TDA.SPFIAonly-C.KM, - TDA Group Annuity Certificate

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The forms listed above are being submitted for your review and approval. We are submitting the forms in "John Doe" fashion, with any variable information displayed in bold-face type within brackets. Pursuant to Indiana Regulations IC §27-1-12.5-1 and Bulletin 93, these group annuity forms are exempt from filing in the state of Indiana.

Item (1), Form TDA.SPFIAonly-K.KM is a Tax Deferred Group Annuity Contract. This contract will be marketed as a tax deferred annuity under Internal Revenue Code (IRC) §403(b). The contract is subject to federal jurisdiction. The targeted market would include individuals who are (1) employees of employers who have established retirement programs that are tax-qualified under IRC §403(b) or (2) who are eligible under the IRC to transfer funds or to direct the transfer of funds to an IRC §403(b) tax-deferred annuity. A participant account will be established for each person who participates in this group annuity contract. Contributions are deposited into a Fixed Interest Account (FIA) that is part of AUL's general account. This contract contains an indexed minimum interest rate provision, which is based on the NAIC Model Standard Nonforfeiture Law for Individual Deferred Annuities (SNFLIDA).

Item (2), Form TDA.SPFIAonly-C.KM is a group annuity contract certificate to be issued to each participant in an Item (1) contract.

The application to be used with this contract will be Form P-11104 approved by your department on April 17, 2000. A copy of the application has been included with this filing.

American United Life has reviewed the forms and believe, to the best of its knowledge, that the forms are both consistent with the laws and regulations of the state of filing and in compliance with those laws and regulations. The forms contain no unusual or possibly controversial items deviating from normal company or industry standards.

Company and Contact

Filing Contact Information

Ann Smith, Sr. Contract Analyst Ann.Smith@oneamerica.com
One American Square 317-285-4223 [Phone]
Indianapolis, IN 46206

Filing Company Information

American United Life Insurance Company CoCode: 60895 State of Domicile: Indiana
One American Square Group Code: 619 Company Type:
P.O. Box 7127 Group Name: State ID Number:
Indianapolis, IN 46206 FEIN Number: 35-0145825
(877) 285-7660 ext. [Phone]

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Filing Fees

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

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|--|---------|----------------|---------------|
| American United Life Insurance Company | \$50.00 | 05/11/2009 | 27766693 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 05/14/2009 | 05/14/2009 |

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Disposition

Disposition Date: 05/14/2009

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 |
| Supporting Document | Application | | Yes |
| Supporting Document | Life & Annuity - Actuarial Memo | | No |
| Supporting Document | Statement of Variability | | Yes |
| Form | TDA Group Annuity | | Yes |
| Form | TDA Group Annuity Certificate | | Yes |

SERFF Tracking Number: AULD-126143941 State: Arkansas
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Form Schedule

Lead Form Number: TDA.SPFAonly-K.KM

| Schedule Item Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|-------------------|---------------------------------------|-------------------------------|---------|----------------------|-------------|--|
| | TDA.SPFAonly-K.KM | Policy/Contract/Fraternal Certificate | TDA Group Annuity | Initial | | 0.000 | Kades Margolis Single Premium FIA-Only TDA contract for state filing version 8 (5-6-09).pdf |
| | TDA.SPFAonly-C.KM | Certificate | TDA Group Annuity Certificate | Initial | | 0.000 | Kades Margolis Single Premium FIA-Only TDA certificate for state filing version 8 (5-6-09).pdf |

CONTRACT NUMBER: [G XX,XXX]
CONTRACTHOLDER: [ABC COMPANY]
DATE OF ISSUE: [JANUARY 2, 2009]
CONTRACT DATE: [JANUARY 1, 2009]
FIRST CONTRACT ANNIVERSARY: [JANUARY 1, 2010]

American United Life Insurance Company (AUL) issues this contract in consideration of the Contractholder's application and the payment of Contributions to AUL. When used in this contract, "we," "us," or "our" refer to AUL and "you" or "your" refer to the Contractholder.

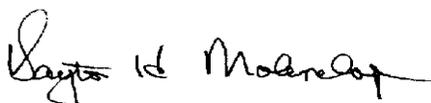
All provisions and conditions stated on this and subsequent pages are part of this contract.

This contract is signed for us at our Home Office in Indianapolis, Indiana. Our mailing address is P.O. Box 368, Indianapolis, Indiana 46206-0368. Our street address is One American Square, Indianapolis, Indiana 46282.

NOTICE OF TEN DAY RIGHT TO EXAMINE CONTRACT

Please read this contract carefully. You may return the contract for any reason within ten days after receiving it. If returned, the contract is void from the beginning and any Contributions will be refunded.

AMERICAN UNITED LIFE INSURANCE COMPANY®
By



[President & Chief Executive Officer]

Attest



[Secretary]

TDA Group Annuity
Current Interest Credited
Nonparticipating

If you have questions concerning your contract, or wish to register a complaint, you may reach us by calling [1-800-261-9618].

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TABLE OF GUARANTEED IMMEDIATE ANNUITIES

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SECTION 1 - DEFINITIONS

- 1.1 "Account Value" for a Participant Account as of a date is that account's balance of funds in the Fixed Interest Account (FIA) on that date. **[An amount equal to 5% of each Contribution made during the 12-month period beginning with the date that the first Contribution for the Participant is credited to his Account shall be added to the Participant's Account Value as of the date that Contribution is credited to his Account.]**
- 1.2 "Annuity Commencement Date" is the first day of the month an annuity begins under this contract. This date may not be later than the date a Participant's periodic benefits are required to commence under the Code, as described in §4.3.
- 1.3 "Business Day" is any day both the New York Stock Exchange and our Home Office are open for the general conduct of business.
- 1.4 "Code" means the Internal Revenue Code of 1986, as amended, and any applicable regulations or rulings issued thereunder.
- 1.5 The "First Contract Anniversary" is listed on the contract face page. Subsequent "Contract Anniversaries" are on the same day of each subsequent year.
- 1.6 "Contract Quarter" is each of the four successive three-month periods in a Contract Year.
- 1.7 The first "Contract Year" starts on the Contract Date and ends on the day before the First Contract Anniversary. Each subsequent Contract Year starts on a Contract Anniversary and ends on the day before the next Contract Anniversary.
- 1.8 "Contributions" are amounts that can be allocated to Participant Accounts according to applicable instructions and that have been paid to us or transferred to this contract **[during the 12-month period beginning with the date that the first Contribution for the Participant is credited to his Account as an allowable rollover, Code §403(b) intra-plan contract exchange from a prior §403(b) funding medium, or plan-to-plan transfer, made pursuant to a Plan established by the Plan Sponsor that meets the requirements of Code §403(b) and applicable Code provisions and rules and regulations issued thereunder. Such transferred funds may be listed under categories other than "Contributions" on annual and quarterly reporting. "Contributions" may not exceed applicable Code §§402(g), 403(b), 414(v), and 415 limits, but, for this purpose, the term "Contributions" does not include amounts that were the subject of an eligible rollover distribution from another plan to the Plan.]**
- 1.9 A "Contribution-Source" means each type of Contribution, including "Elective Deferrals," which means, with respect to any taxable year, any Contribution made under a salary reduction agreement. A Contribution made under a salary reduction agreement is not treated as an Elective Deferral if, under the salary reduction agreement, such Contribution is made pursuant to a one-time irrevocable election made by the Participant at the time of initial eligibility to participate in the agreement, or is made pursuant to a similar arrangement involving a one-time irrevocable election specified in Regulations issued under the Code.
- 1.10 "Excess Contributions" are Contributions in excess of the applicable Code limits. The Plan Sponsor is responsible for tracking Excess Contributions. **[Contributions that exceed the applicable Code §415 limits, and that the Plan Sponsor identifies to AUL, will be accounted for separately within this contract.]**
- 1.11 "Fixed Interest Account" or "FIA" is the investment described in §3 to which Contributions may be allocated for accumulation at the Guaranteed Rates. The FIA funds constitute a portion of our general asset account.

- 1.12 "Guaranteed Rates" are the guaranteed annual effective rates of interest we credit to each Interest Pocket. We credit interest daily to each Interest Pocket. A Guaranteed Rate may be modified only as described in §§3.2 and 3.3.
- 1.13 "Home Office" is our principal office in Indianapolis, Indiana. For anything to be "received by AUL," it must be received at our Home Office.
- 1.14 "Interest Pocket" means a tracking method which associates funds allocated to the FIA over a specific time period with a specific Guaranteed Rate, as described in §3. After the guaranteed periods provided in §§3.2 and 3.3 have elapsed, we may consolidate two or more Interest Pockets in conjunction with the announcement of new Guaranteed Rates.
- 1.15 "Participant" is any person that has a Participant Account. We may establish underwriting limits at any time to be applied to any person seeking initial participation in this contract.
- 1.16 "Participant Account" is an account under this contract for each Participant. Each Contribution-Source is tracked separately within the Participant Account. We credit Contributions to Participant Accounts and Contribution-Sources as directed by the appropriate party.
- 1.17 "Plan" means a plan of the Plan Sponsor that is qualified under Code §403(b) for which Contributions are made to this contract.
- 1.18 "Plan Sponsor" means the Participant's employer that is eligible to establish and maintain a plan qualified under Code §403(b) for its employees, and that has established and sponsored the Plan.
- 1.19 The "Withdrawal Charge" is a percentage of the Account Value withdrawn under this contract. The Withdrawal Charge will not apply to Account Values withdrawn to provide death benefits as described in §4.2. **[The percentage varies as follows by the year in which the withdrawal is made, measured from the date that the first Contribution for a Participant is credited to his Account.**

| <u>Year</u> | <u>Percentage</u> |
|-------------------|-------------------|
| 1 | 7 |
| 2 | 6 |
| 3 | 5 |
| 4 | 4 |
| 5 | 3 |
| 6 | 2 |
| Thereafter | 0] |

- 1.20 "Withdrawal Value" is a Participant's Account Value, less any Withdrawal Charge.

SECTION 2 - ADMINISTRATION OF PARTICIPANT ACCOUNTS

- 2.1 How Contributions Are Handled: Contributions made to this contract for a Participant may vary in amount and frequency **[and must consist of an allowable rollover, Code §403(b) intra-plan contract exchange from a prior §403(b) funding medium, or plan-to-plan transfer, made pursuant to a Plan established by the Plan Sponsor that meets the requirements of Code §403(b) and applicable Code provisions and rules and regulations issued thereunder during the 12-month period beginning with the date that the first Contribution for the Participant is credited to his Account.]**

[The total amount of such Contributions for the Participant during the 12-month period must at least equal \$50,000, and may not exceed \$1,000,000.]

Contributions are credited to the appropriate Contribution-Sources within each Participant Account as the Plan Sponsor directs in allocation instructions. A Participant's initial Contribution is allocated to the Participant Account by the second Business Day after we (1) receive the initial Contribution or, if later, (2) receive all data necessary to complete the allocation (including data required to establish the Participant Account and the amount of the Participant's Contribution). Subsequent Contributions **[made within the 12-month period beginning with the date that the first Contribution for the Participant is credited to his Account]** are allocated to the Participant Account on the Business Day we (1) receive that Contribution or, if later, (2) receive all data necessary to complete the allocation.

If we receive funds which cannot be allocated to a Participant's Account, those funds will be returned to the Plan Sponsor in their entirety or, at our option, only the unallocable portion will be returned to the Plan Sponsor, within 5 Business Days.

- 2.2 Excess Contributions: On receipt of instructions from the Plan Sponsor, we will withdraw Excess Contributions, plus interest thereon, from a Participant Account and return them as directed by the Plan Sponsor. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Code and the Plan. A return of Excess Contributions is not subject to a Withdrawal Charge.

[No Participant is permitted to have elective deferral contributions (within the meaning of Code §402(g)(3)) made during a calendar year under this contract, or under any other plans, contracts, or arrangements maintained by his employer, in excess of the dollar limitation in effect under Code §402(g)(1) and any Regulations issued thereunder for taxable years beginning in such calendar year.]

SECTION 3 -- OPERATION OF FIXED INTEREST ACCOUNT

- 3.1 Allocations to Participant Accounts: We credit each Participant's Contributions to the FIA based on the information provided by the appropriate party. We credit interest daily from the date of the Contribution to the FIA to the date of withdrawal.
- 3.2 Provision of Guaranteed Rates for Interest Pockets: At least **[10 days]** in advance of each calendar quarter, we will declare a Guaranteed Rate for the Interest Pocket for that quarter. All Contributions hereunder which are allocated to the FIA during that quarter will earn interest at that Guaranteed Rate until that quarterly pocket matures on the second January 1 following the quarter in which that pocket was established.
- 3.3 Renewal of Guaranteed Rates: Those quarterly Interest Pockets that mature at the same time will be combined into an annual renewal Interest Pocket. Funds associated with that annual renewal Interest Pocket will earn interest for a full year at the Guaranteed Rate declared for that pocket. A new Guaranteed Rate for each annual renewal Interest Pocket will be declared at least **[30 days]** prior to January 1 of each of the next 4 years which follow the year in which that pocket was established. An annual renewal Interest Pocket will mature on the fifth anniversary of the date of its establishment, when it will be combined into one annual portfolio Interest Pocket. Funds associated with that annual portfolio Interest Pocket will earn interest for a full year at the Guaranteed Rate for that pocket, which will be declared at least **[30 days]** prior to every January 1.
- 3.4 Minimum Rate Guarantee: An Interest Pocket's Guaranteed Rate may not be less than an annual effective interest rate equal to the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding the calendar year in which the Guaranteed Rate is in effect (rounded to the nearest 0.05%), minus 1.25%. This minimum Guaranteed Rate shall not be less than 1% nor greater than 3%. **[However, prior to January 1, 2015, the minimum Guaranteed Rate shall be 3%.]**
- 3.5 Allocation of Withdrawals: Withdrawals (including any allowable loans) from the FIA are on a first-in/first-out (FIFO) basis.

SECTION 4 - BENEFIT PAYMENTS

- 4.1 General Withdrawal Provisions: Subject to the following provisions of this Section, the Participant, with the Plan Sponsor's written authorization based on the Plan's provisions, may direct us to withdraw all or a portion of his Account pursuant to §4.2 to provide a single-sum payment to him.
- (a) Loans are permitted under this contract as withdrawals from the Participant's Account to the extent that the Plan Sponsor makes provision in its Plan for the availability of Plan loans satisfying the requirements of Code §72(p), and, where applicable, ERISA §408(b)(1), whereby the Plan is the lender. Additionally, hardship withdrawals, withdrawals upon attainment of age 59 ½, and other withdrawals from the Participant's Account are permitted under this contract to the extent that the Plan Sponsor makes provision in its Plan for such Participant benefits and the Participant and Plan Sponsor provide information necessary for AUL to provide such a withdrawal.
 - [(b) Elective Deferrals: Amounts attributable to Code §403(b) elective deferral Contributions made pursuant to a Code §402(g)(3)(C) salary reduction agreement may be distributed to a Participant pursuant to the provisions of the Plan, provided that such distribution shall not occur until the Participant has either attained age 59 ½, severed employment, died, become totally disabled [as defined by Code §72(m)(7), subject to any limitations provided under the Plan], experienced a hardship [as defined by Code §403(b)(11)(B), subject to any limitations provided under the Plan], or a withdrawal is made to provide a Plan loan in accordance with Code §72(p). In the case of a hardship withdrawal, any gain credited to such Contributions may not be withdrawn. These timing restrictions do not apply to Contributions (but do apply to earnings thereon) that were contributed before 1989, to withdrawals to correct Excess Contributions in accordance with the Code or other applicable Regulations or guidance, or to distributions due to Plan termination in accordance with the Code or other applicable Regulations or guidance.]**
 - (c) **Non-Elective Deferrals: Any distribution of Code §403(b) Contributions other than elective deferrals described in Subsection (b) above shall not occur until the Participant has severed employment or upon the prior occurrence of an event specified in the Plan and permissible under Treasury Regulation §1.403(b)-6(b), such as the attainment of a stated age, after a fixed number of years of service, or disability. This restriction does not apply to withdrawals to correct Excess Contributions, distributions of after-tax employee Contributions and earnings thereon, and distributions due to Plan termination in accordance with the Code or other applicable Regulations or guidance.]**
 - (d) Withdrawal of any amount from this contract that is allowed by the Plan without there being a distributable event under the Plan that is transferred directly by us pursuant to applicable instructions to another Code §403(b) tax-deferred annuity funding vehicle under applicable IRS rules and regulations shall be subject to application of the Withdrawal Charge as provided in §4.2(a).
 - [(e) If, as provided in Internal Revenue Code Regulation §1.403(b)-2T Q&A-2, the distributee of any eligible rollover distribution elects to have the distribution paid directly to an eligible retirement plan (as defined in Q&A-1 of that Section) and specifies the eligible retirement plan to which the distribution is to be paid, then the distribution shall be paid to that eligible retirement plan in a direct rollover.]**

- (f) We are not responsible for determining a Participant's or Plan Sponsor's compliance with the requirements above. Any withdrawal request submitted by the Participant must include certification by the Participant and Plan Sponsor as to the purpose of the withdrawal. The Participant and Plan Sponsor assume full responsibility for determining whether any withdrawal is permitted under applicable law. We may rely solely upon the Participant's and Plan Sponsor's representations made in the withdrawal request.
- (g) Withdrawals from a Participant Account's FIA balance may not be made in an amount less than **[the smaller of \$500 or the Participant Account's entire FIA balance]**.
- (h) A withdrawal request is effective, and the Account Value to be applied pursuant to §4.2 is determined, on the Business Day that we receive a proper withdrawal request (or due proof of death, if received later).
- (i) We reserve the right to defer the payment of amounts withdrawn from the FIA for a period of up to **[6 months]** after we receive the withdrawal request.
- (j) If a withdrawal reduces a Participant's Account Value to less than **[\$5,000]**, such remaining Account Value shall also be withdrawn, subject to any applicable loan rules.

4.2 Benefit Payments:

- (a) Subject to the provisions of §4.1 and Subsections (b) and (c) below, the Participant, with the Plan Sponsor's written authorization based on the Plan's provisions, may direct us to withdraw all or a portion of his Withdrawal Value (minus any charges described in §6) to provide a single-sum payment to him for Plan benefits and direct transfers under §4.1(d).

For these benefits and transfers, if the entire Account Value is withdrawn, the amount paid equals the Withdrawal Value (minus any charges described in §6). In all other instances, the Account Value is reduced by an amount sufficient to make the payment requested and to cover the Withdrawal Charge and any charges described in §6.

Notwithstanding the previous paragraphs, in the first Contract Year in which a Participant Account is established, the Participant may withdraw up to 10% of the sum of his Account Value (determined as of the later of the Contract Date or the Contract Anniversary immediately preceding the request for the withdrawal) plus Contributions made for him during that Contract Year, without application of the Withdrawal Charge. The Participant may also do this in the next succeeding Contract Year. In any subsequent Contract Year, the Participant may withdraw up to 10% of his Account Value (determined as of the Contract Anniversary immediately preceding the request for the withdrawal) without application of the Withdrawal Charge.

- (b) Regarding death benefits, upon receipt of instructions and of due proof of the Participant's (and, if applicable, the beneficiary's) death prior to the date the Participant Account is closed, we will apply the Account Value of the Participant Account (minus any charges described in §6) for the purpose of providing a death benefit. The death benefit will be paid to the Participant's beneficiary according to the method of payment elected by the beneficiary (unless such method of payment was previously elected by the Participant). The Participant's beneficiary may also designate a beneficiary.

[4.3 Required Minimum Distributions: This contract shall comply with the minimum distribution provisions of the Plan, but in no event shall the contract fail to comply with the requirements of

Code §401(a)(9) and the regulations issued thereunder, including, but not limited to, the incidental benefit requirements specified in Code §401(a)(9)(G) and Q&A-2 of §1.401(a)(9)-6, as made applicable by Code §403(b)(10). For purposes of applying the distribution rules of Code §401(a)(9), distributions shall be made in accordance with the provisions of §1.408-8 of the Treasury Regulations, except as provided in §1.403(b)-6(e) of the Treasury Regulations. Accordingly, the provisions of (a), (b), and (c) below shall apply:

(a) Code §403(b) Required Minimum Distributions Prior to the Participant's Death:

- (1)** Notwithstanding any provision of this contract to the contrary, the distribution of a Participant's post-1986 Code §403(b) interest in the contract (amounts accruing after 1986, including post-1986 earnings on pre-1987 accrued amounts, minus any applicable Withdrawal Charge and any charges described in §6) will be made in accordance with the requirements of Code §§403(b)(10) and 401(a)(9) and the Regulations issued thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of a Participant's post-1986 Code §403(b) interest in the contract [as determined under (b)(3) below] must satisfy the requirements of Code §§403(b)(10) and 401(a)(9) and the regulations issued thereunder as applicable to an account, rather than the requirements of (a)(2), (3), and (4) below and (b) below applicable to an annuity.
- (2)** The Participant's entire post-1986 Code §403(b) interest will begin to be distributed no later than the first day of April following the later of the calendar year in which the Participant attains age 70 ½ or the calendar year in which the Participant retires from employment with the employer maintaining the Plan (the "required beginning date") over (a) the life of the Participant or the lives of the Participant and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of the Participant or the joint and last survivor expectancy of the Participant and his or her designated beneficiary. However, if this contract is not part of a governmental plan or church plan, the "required beginning date" for a 5% owner is the first day of April of the calendar year following the calendar year in which the Participant attains age 70 ½. Payments will be made in periodic payments at intervals of no longer than 1 year, and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of §1.401(a)(9)-6 of the Treasury Regulations. In addition, any distribution of Code §403(b) amounts accruing pre-1987 or post-1986 must satisfy the incidental benefit requirements specified in Code §401(a)(9)(G) and Q&A-2 of Treasury Regulation §1.401(a)(9)-6.
- (3)** The distribution periods described in (a)(2) above cannot exceed the periods specified in Treasury Regulation §1.401(a)(9)-6.
- (4)** The first required payment can be made as late as the "required beginning date," and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

(b) Code §403(b) Required Minimum Distributions After the Participant's Death:

- (1)** If the Participant dies before his Annuity Commencement Date, his entire post-1986 Code §403(b) interest [as defined in (a)(1) above] will be distributed at least as rapidly as follows:

- (A) in a single sum or other method not provided in (B) below; provided, however, that the entire interest must be paid on or before December 31 of the calendar year which contains the fifth anniversary of the Participant's death, or
- (B) as an annuity in accordance with the Annuity Options shown in the contract over a period not to exceed the life or life expectancy of the Participant's beneficiary.
- (i) If the designated beneficiary is not the Participant's surviving spouse, the entire interest will be distributed, beginning no later than December 31 of the calendar year following the calendar year in which the Participant died, over the remaining life expectancy of such designated beneficiary. Such life expectancy is determined using the age of the beneficiary as of his or her birthday in the year following the year of the Participant's death or, if elected, in accordance with (b)(1)(B)(iii) below.
- (ii) If the sole designated beneficiary is the Participant's surviving spouse, the entire interest will be distributed, beginning no later than December 31 of the calendar year following the calendar year in which the Participant died (or by December 31 of the calendar year in which the Participant would have attained age 70 $\frac{1}{2}$, if later), over such spouse's life, or, if elected, in accordance with (b)(1)(B)(iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which the spouse died, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with (b)(1)(B)(iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the payment option chosen.
- (iii) If there is no designated beneficiary, the designated beneficiary is not an individual, or if applicable by operation of (b)(1)(B)(i) or (ii) above, the entire interest will be distributed no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death [or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under (b)(1)(B)(ii) above].
- (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation §1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table

corresponding to the beneficiary's age in the year specified in (b)(1)(B)(i) or (ii) above and reduced by 1 for each subsequent year.

- (2) If the Participant dies on or after his or her Annuity Commencement Date, any interest remaining under the benefit payment option selected will continue to be distributed under that benefit payment option and will be paid at least as rapidly as prior to the Participant's death.
 - (3) The Participant's "interest" includes the amount of any outstanding rollover or transfer and the actuarial value of any other benefits provided under the contract, such as guaranteed death benefits, if any.
 - (4) For purposes of (b)(1) and (2) above, required distributions are considered to commence on the Participant's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under (b)(1)(B)(ii) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation §1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.
- (c) **Application to Multiple Contracts:** To the extent permitted by Treasury Regulation §1.403(b)-6(e)(7), the required minimum distribution from one Code §403(b) contract of a Participant may be distributed from another Code §403(b) contract in order to satisfy Code §401(a)(9). The Participant shall in such event be responsible for the satisfaction of Code §401(a)(9).]

[4.4 Rollovers: A distributee may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. For this purpose, the following definitions and rules apply:

- (a) **Eligible rollover distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code §401(a)(9) as made applicable by Code §403(b)(10); any distribution made upon the hardship of the employee; and any other amounts designated in applicable federal tax guidance. The term "eligible rollover distribution" shall not include the portion of any distribution that is not includible in gross income except to the extent that such amount is paid directly to an eligible retirement plan that is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), or an annuity described in Code §403(b) or qualified trust described in Code §401(a) and such annuity or trust agrees to separately account for such amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion that is not so includible.
- (b) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code

§408(b), an annuity plan described in Code §§403(a) or 403(b), a qualified trust described in Code §401(a), or an eligible deferred compensation plan described in Code §457(b) which is maintained by an eligible governmental employer described in Code §457(e)(1)(A), that accepts the distributee's eligible rollover distribution.

- (c) Distributee: The Participant is a distributee whether an employee or former employee. In addition, a Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code §414(p), is a distributee with regard to the interest of the spouse or former spouse.**
- (d) Nonspouse Beneficiary: To the extent permitted by Code §402(c)(11) and applicable federal tax guidance issued thereunder, a direct trustee-to-trustee transfer may be made to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) of an individual who is the Participant's designated beneficiary but who is not the Participant's surviving spouse if such transfer would be an eligible rollover distribution but for the fact that the distribution is not being made to the Participant or the Participant's surviving spouse.**
- (e) Direct Rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.]**

[4.5 Distributions on Plan Termination: With regard to amounts attributable to Code §403(b) Contributions made pursuant to a Code §402(g)(3)(C) salary reduction agreement, termination of the Code §403(b) Plan and distribution of such accumulated amounts pursuant to the provisions of the Plan are permitted only if the Plan Sponsor [taking into account all entities that are treated as the same employer under Code §414(b), (c), (m), or (o) on the date of the termination] does not make contributions to any Code §403(b) contract that is not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after distribution of all assets from the terminated Plan. However, if at all times during the period beginning 12 months before the termination and ending 12 months after distribution of all assets from the terminated Plan, fewer than 2% of the employees who were eligible under the Code §403(b) Plan as of the date of Plan termination are eligible under the alternative Code §403(b) contract, the alternative Code §403(b) contract is disregarded.]

SECTION 5 - ANNUITIES

- 5.1 **Annuity Purchases:** The Participant, with the Plan Sponsor's written authorization based on the Plan's provisions, may withdraw all or a portion of his Withdrawal Value (minus any charges described in §6) to provide an annuity benefit. This amount is applied to purchase the annuity on the last day of the month preceding the Annuity Commencement Date. As of that annuity purchase date, such Participant Account funds are no longer maintained in this contract.

The Participant's annuity purchase request must specify the purpose for the annuity, the election of an annuity option, Annuity Commencement Date, any contingent annuitant or beneficiary, and any additional information we require. If the Participant or any contingent annuitant dies before the Annuity Commencement Date, the annuity election is cancelled.

The minimum amount that the Participant may apply to purchase an annuity is **[the lesser of \$10,000 or the Participant's entire Account Value.]**

- 5.2 **Annuity Options:** The Participant may elect any optional form of annuity we offer at the time of purchase. Available annuity options always include:

- (a) **Life Annuity.** A monthly annuity is payable as long as the annuitant lives.
- (b) **Survivorship Annuity.** A monthly annuity is payable as long as the annuitant lives. After the annuitant's death, all or a portion of the monthly annuity is paid to the contingent annuitant as long as the contingent annuitant lives.
- (c) **10-Year Certain and Life Annuity.** A monthly annuity is payable to the annuitant for as long as the annuitant lives. If the annuitant dies before receiving payments for the 10-year certain period, any remaining payments for the balance of the 10-certain period are paid to the annuitant's beneficiary.

If a certain period annuity is available, the certain period may not extend beyond the life expectancy of a Participant or the joint life expectancy of a Participant and any contingent annuitant, as determined on the Annuity Commencement Date.

- 5.3 **Determining Annuity Amount:** We compute the annuity amount using the factors reflected in the Table of Guaranteed Immediate Annuities attached to this contract. However, if our current single premium, nonparticipating, immediate annuity rates for this class of group annuity contracts produce a higher monthly annuity than the Table of Guaranteed Immediate Annuities, then that more favorable annuity rate may be applied.

- 5.4 **Proof of Age and Survival; Minimum Payments:** We may require proof of any annuitant's or contingent annuitant's date of birth before commencing payments under any annuity. We may also require proof that an annuitant or contingent annuitant is living before making any annuity payment. If a monthly annuity is less than our current established minimum payment, we may make payments on a less-frequent basis.

- 5.5 **Annuity Certificates:** We issue to each person for whom an annuity is purchased a certificate setting forth the annuity's amount and terms.

SECTION 6 - OTHER CONTRACT CHARGES

- 6.1 Participant Account Charge: We deduct an annual Participant Account Charge from each Participant Account **[on each anniversary of the date that the initial Contribution for the Participant was credited to his Account. This charge shall be equal to an amount of up to the lesser of \$30 or 3% of the Participant's Account Value as of such anniversary date. Alternatively, at our option and only after the first anniversary has elapsed of the date that the initial Contribution for the Participant was credited to his Account, we may deduct a Participant Account Charge per Contract Quarter from each Participant Account of up to the lesser of \$7.50 or 0.750% of the Participant's Account Value as of the last day of each Contract Quarter.]** This charge is to be prorated among each Contribution-Source utilized under this contract by that Participant Account. If the entire balance of a Participant Account is applied or withdrawn pursuant to the contract before the last day of the applicable annual or quarterly period, the Participant Account Charge attributable to the period of time which has elapsed since the first day of the applicable period in which such application or withdrawal of funds is made will not be deducted from the amount applied or withdrawn.

[There is no such charge for a Participant for the applicable annual or quarterly period in which the Participant's Account Value on the last day of that period is at least \$50,000].

- 6.2 Distribution Fee: We deduct a Distribution Fee of up to \$40 from a Participant's Account if his Account is distributed in a lump-sum or is used to purchase an annuity, if permitted under applicable law, regulations, and rulings.
- 6.3 Taxes: We may deduct charges equal to any premium tax we incur which is directly related to amounts received for the Participant from the balance applied to purchase an annuity, or at such other time as such premium taxes are incurred by us.

SECTION 7 - CONTRACT MODIFICATIONS

- 7.1 **Contract Amendment:** You and we may agree to any change or amendment to this Contract without the consent of any other person or entity. This contract cannot be modified or amended, nor can any provision or condition be waived, except by written authorization of a corporate officer of AUL.
- 7.2 **Rates and §6 Charges:** We may announce new Guaranteed Rates, as described in §§3.2 and 3.3 (including the consolidation of existing Interest Pockets). However, as provided in §§3.2 and 3.3, we may not change the declared Guaranteed Rate applicable to an established Interest Pocket during the guaranteed period. We may also modify the charge levels in §6 using the procedures of §7.4.
- 7.3 **Conformance with Law:** We may amend this contract at any time, without your consent, or that of any other person or entity, if the amendment is reasonably needed to comply with, or give you, the Plan Sponsor, or Participants the benefit of, any provisions of federal or state laws. Any such amendment will be delivered to you prior to its effective date.
- 7.4 **Our Right to Initiate Changes:** In addition to those amendments permitted by §§7.2 and 7.3, we may initiate an additional provision or modification of any other provision of this contract (except for those prohibited amendments listed in §7.5) by giving the appropriate parties **[60 days]** notice of such modification. Any such modification is effective without the affirmative assent of any other person or entity.
- 7.5 **Prohibited Amendments:**
- (a) Notwithstanding our right to initiate changes under §7.4, we may not initiate changes to the minimum rate guarantee provision specified in §3.4, our obligation to set Guaranteed Rates for the period of time specified in §§3.2 and 3.3, or the Table of Guaranteed Immediate Annuities.
 - (b) No modification to this contract may change the terms of a previously purchased annuity or reduce any interest guarantee applicable to Participant Account FIA balances on the modification's effective date.

SECTION 8 - GENERAL PROVISIONS

- 8.1 **Ownership:** You own this contract. No other person or entity has any right, title, or interest in this contract or to amounts received or credited under it until such amounts are made available to them under this contract. All amounts received or credited under this contract become our property. We are obligated to make only the payments or distributions specified in this contract.
- 8.2 **Entire Contract:** This contract and your application constitute the entire agreement between you and us. We are not a party to, nor bound by, a plan, trust, custodial agreement, or other agreement, or any amendment or modification to any of the same. We are not a fiduciary under this contract or under any such plan, trust, custodial agreement, or other agreement.
- 8.3 **Benefit Determinations:** The Participant and Plan Sponsor shall furnish us whatever information is necessary to establish the eligibility for and amount of annuity or other benefit due. We rely on those instructions and certifications with respect to the Participant's benefits.
- 8.4 **Termination of Contract:** This contract terminates when no amounts remain in it.
- 8.5 **Our Right to Terminate a Participant's Account:** We may terminate a Participant's Account at any time, subject to applicable state law, if no Contribution is made for the Participant in the prior 365-day period and his Account Value totals less than \$5,000. Such Account termination is effective on the 30th day following the date we notify the Participant of such Account termination, unless the Participant and we agree to another date.

Upon such Account termination, we shall pay the Participant his Account Value. Payment is made on the Account termination effective date, unless the Participant and we agree to another date. Any such payment is in full settlement of the Participant Account under this contract and in lieu of any other payment under its terms.

- 8.6 **Representations and Warranties:** You and we mutually represent and warrant, each to the other, that each is fully authorized to enter into this contract and that this contract is a valid and binding obligation and that the execution or performance of this contract does not violate any law, regulation, judgment, or order by which the representing party is bound.

We do not make any representation or warranty regarding the federal, state, or local tax status of this contract, any Participant Account, or any transaction involving this contract.

- 8.7 **A Representative of the Plan Sponsor; Misstatement of Data:** The Plan Sponsor may designate a representative to act on its behalf under §§2 through 5. We may rely on any information you, the Plan Sponsor, or a Participant furnishes. We need not inquire as to the accuracy or completeness of such information. If any essential data pertaining to any person has been omitted or misstated, including, but not limited to, a misstatement of an annuitant's or contingent annuitant's age, we will make an equitable adjustment to provide the annuity or other benefit determined using correct data.
- 8.8 **Form of Request, Notice, Instruction, or Direction:** When reference is made to you, the Plan Sponsor, or a Participant making a request or giving notice, instruction, or direction, such request, notice, instruction, or direction must be in writing, or in a form otherwise acceptable to us, and is effective when we receive it.
- 8.9 **Quarterly Statement of Account Value:** Reasonably promptly after the end of each Contract Quarter, we will prepare a statement of the Account Value for each Participant Account that is maintained under this contract.

- 8.10 Conformity with Law: Any benefit payable under this contract shall not be less than the minimum benefit required by the insurance laws of the state in which the contract is delivered. Language in this contract referring to state or federal tax, securities, or other statutes or rules do not incorporate within this contract any such statutes or rules.
- 8.11 Gender and Number: Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.
- 8.12 Facility of Payment: If any Participant, contingent annuitant, or beneficiary is legally incapable of giving a valid receipt for any payment, if no guardian has been appointed, and if we receive a valid power of attorney for such Participant, contingent annuitant, or beneficiary, we may pay the person or persons named in such power of attorney. Any such payment fully discharges us to the extent of such payment.
- 8.13 Acceptance of New Participants or Contributions: We may refuse to accept new Participants or new Contributions at any time.
- 8.14 Our Annual Statement: No provision of this contract controls, determines, or modifies any annual statement made by us to any insurance department, contractholder, regulatory body, or other person. Nor does anything in such annual statement control, determine, or modify the provisions of this contract.
- [8.15 Nonforfeitability and Nontransferability: The Participant's entire Withdrawal Value of the vested portion (as determined pursuant to the Plan) of Code §403(b) funds is nonforfeitable at all times within the meaning of Code §403(b)(1)(C) and any Regulations issued thereunder. This contract shall also be nontransferable within the meaning of Treasury Regulation §1.403(b)-3(a)(5). No sum payable under this contract that is attributable to Code §403(b) funds with respect to a Participant may be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person or entity other than us, other than pursuant to a qualified domestic relations order described in Code §414(p). In addition, to the extent permitted by law, no such sum shall in any way be subject to legal process requiring the payment of any claim against the payee.]**
- 8.16 Notice of Annual Meeting of Members: By-law, Art II, Sec. 2: the regular annual meeting of the members of American United Mutual Insurance Holding Company shall be held at its principal place of business on **[the third Thursday in February each year at ten o'clock A.M. local time]** or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

[TABLE OF GUARANTEED IMMEDIATE ANNUITIES

MONTHLY INCOME PER \$1,000 OF ACCOUNT VALUE

| ADJUSTED AGE | LIFE ANNUITY | 10-YEAR CERTAIN AND LIFE ANNUITY |
|---------------------|---------------------|---|
| 45 | 2.7498 | 2.7455 |
| 46 | 2.7986 | 2.7938 |
| 47 | 2.8498 | 2.8444 |
| 48 | 2.9036 | 2.8975 |
| 49 | 2.9602 | 2.9532 |
| 50 | 3.0197 | 3.0116 |
| 51 | 3.0823 | 3.0730 |
| 52 | 3.1483 | 3.1375 |
| 53 | 3.2178 | 3.2052 |
| 54 | 3.2913 | 3.2763 |
| 55 | 3.3690 | 3.3512 |
| 56 | 3.4511 | 3.4299 |
| 57 | 3.5381 | 3.5126 |
| 58 | 3.6301 | 3.5995 |
| 59 | 3.7273 | 3.6906 |
| 60 | 3.8300 | 3.7862 |
| 61 | 3.9387 | 3.8865 |
| 62 | 4.0536 | 3.9919 |
| 63 | 4.1751 | 4.1024 |
| 64 | 4.3037 | 4.2184 |
| 65 | 4.4397 | 4.3400 |
| 66 | 4.5837 | 4.4676 |
| 67 | 4.7365 | 4.6014 |
| 68 | 4.8992 | 4.7419 |
| 69 | 5.0735 | 4.8895 |
| 70 | 5.2610 | 5.0448 |
| 71 | 5.4635 | 5.2077 |
| 72 | 5.6823 | 5.3783 |
| 73 | 5.9180 | 5.5559 |
| 74 | 6.1718 | 5.7400 |
| 75 | 6.4456 | 5.9301 |

**Adjusted Age = Actual Age at Settlement (in years and completed months) less the following number of months:
[0.6 times (Birth Year - 1915)] rounded to the nearest integer.**

**Guaranteed purchase rates are 100% of the net single premium for the benefit provided based on 85% of the
unprojected 1994 Group Annuity Reserving Table for females with interest at 1.5%.]**

CONTRACT NUMBER: [G XX,XXX]
CONTRACTHOLDER: [ABC COMPANY]
PARTICIPANT'S NAME [JOHN DOE]
SOCIAL SECURITY NUMBER [123-45-6789]

American United Life Insurance Company hereby certifies that the Contractholder and AUL have entered into an Internal Revenue Code §403(b) tax-deferred annuity Group Annuity Contract (the Contract), and that AUL has created an account in your name to receive Contributions from your employer for your benefit pursuant to the Contract. When used in this Certificate, Awe,@ Aus,@ or Aour@ refer to AUL.

The only parties to the Contract are the Contractholder and AUL. All rights and benefits are determined in accordance with the provisions of the Contract.

Any amendments to, or changes in, the Contract will be binding and conclusive on you and your beneficiary.

This Certificate is not itself the Contract, but is a certificate of participation in the Contract.

NOTICE OF TEN DAY RIGHT TO EXAMINE CERTIFICATE

Please read this Certificate carefully. You may return the Certificate for any reason within ten days after receiving it. If returned, the Certificate is void from the beginning and any Contributions will be refunded.

AMERICAN UNITED LIFE INSURANCE COMPANY®



Secretary

TDA Group Annuity Certificate
Current Interest Credited
Nonparticipating

If you have questions concerning this Certificate, or wish to register a complaint, you may reach us by calling [1-800-261-9618].

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TABLE OF GUARANTEED IMMEDIATE ANNUITIES

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SECTION 1 - DEFINITIONS

- 1.1 Your "Account Value" as of a date is your account's balance of funds in the Fixed Interest Account (FIA) on that date. **[An amount equal to 5% of each Contribution made during the 12-month period beginning with the date that the first Contribution for you is credited to your Account shall be added to your Account Value as of the date that Contribution is credited to your Account.]**
- 1.2 "Annuity Commencement Date" is the first day of the month an annuity begins under this contract. This date may not be later than the date periodic benefits are required to commence for you under the Code, as described in §4.3.
- 1.3 "Business Day" is any day both the New York Stock Exchange and our Home Office are open for the general conduct of business.
- 1.4 "Code" means the Internal Revenue Code of 1986, as amended, and any applicable regulations or rulings issued thereunder.
- 1.5 The "First Contract Anniversary" is listed on the contract face page. Subsequent "Contract Anniversaries" are on the same day of each subsequent year.
- 1.6 "Contract Quarter" is each of the four successive three-month periods in a Contract Year.
- 1.7 The first "Contract Year" starts on the Contract Date and ends on the day before the First Contract Anniversary. Each subsequent Contract Year starts on a Contract Anniversary and ends on the day before the next Contract Anniversary.
- 1.8 "Contributions" are amounts that can be allocated your Account according to applicable instructions and that have been paid to us or transferred to this contract **[during the 12-month period beginning with the date that the first Contribution for you is credited to your Account as an allowable rollover, Code §403(b) intra-plan contract exchange from a prior §403(b) funding medium, or plan-to-plan transfer, made pursuant to a Plan established by your Plan Sponsor that meets the requirements of Code §403(b) and applicable Code provisions and rules and regulations issued thereunder. Such transferred funds may be listed under categories other than "Contributions" on annual and quarterly reporting. "Contributions" may not exceed applicable Code §§402(g), 403(b), 414(v), and 415 limits, but, for this purpose, the term "Contributions" does not include amounts that were the subject of an eligible rollover distribution from another plan to the Plan.]**
- 1.9 A "Contribution-Source" means each type of Contribution, including "Elective Deferrals," which means, with respect to any taxable year, any Contribution made under a salary reduction agreement. A Contribution made under a salary reduction agreement is not treated as an Elective Deferral if, under the salary reduction agreement, such Contribution is made pursuant to a one-time irrevocable election made by you at the time of initial eligibility to participate in the agreement, or is made pursuant to a similar arrangement involving a one-time irrevocable election specified in Regulations issued under the Code.
- 1.10 "Excess Contributions" are Contributions in excess of the applicable Code limits. Your Plan Sponsor is responsible for tracking Excess Contributions. **[Contributions that exceed the applicable Code §415 limits, and that your Plan Sponsor identifies to AUL, will be accounted for separately within this contract.]**
- 1.11 "Fixed Interest Account" or "FIA" is the investment described in §3 to which Contributions may be allocated for accumulation at the Guaranteed Rates. The FIA funds constitute a portion of our general asset account.

- 1.12 "Guaranteed Rates" are the guaranteed annual effective rates of interest we credit to each Interest Pocket. We credit interest daily to each Interest Pocket. A Guaranteed Rate may be modified only as described in §§3.2 and 3.3.
- 1.13 "Home Office" is our principal office in Indianapolis, Indiana. For anything to be "received by AUL," it must be received at our Home Office.
- 1.14 "Interest Pocket" means a tracking method which associates funds allocated to the FIA over a specific time period with a specific Guaranteed Rate, as described in §3. After the guaranteed periods provided in §§3.2 and 3.3 have elapsed, we may consolidate two or more Interest Pockets in conjunction with the announcement of new Guaranteed Rates.
- 1.15 "Participant" is any person that has a Participant Account. We may establish underwriting limits at any time to be applied to any person seeking initial participation in this contract.
- 1.16 "Participant Account" is an account under this contract for each Participant. Each Contribution-Source is tracked separately within your Participant Account. We credit Contributions to your Account and Contribution-Sources as directed by the appropriate party.
- 1.17 "Plan" means a plan of your Plan Sponsor that is qualified under Code §403(b) for which Contributions are made to this contract.
- 1.18 "Plan Sponsor" means your employer that is eligible to establish and maintain a plan qualified under Code §403(b) for its employees, and that has established and sponsored the Plan.
- 1.19 The "Withdrawal Charge" is a percentage of the Account Value withdrawn under this contract. The Withdrawal Charge will not apply to Account Values withdrawn to provide death benefits as described in §4.2. **[The percentage varies as follows by the year in which the withdrawal is made, measured from the date that the first Contribution for you is credited to your Account.**

| <u>Year</u> | <u>Percentage</u> |
|-------------------|-------------------|
| 1 | 7 |
| 2 | 6 |
| 3 | 5 |
| 4 | 4 |
| 5 | 3 |
| 6 | 2 |
| Thereafter | 0] |

- 1.20 "Withdrawal Value" is your Account Value, less any Withdrawal Charge.

SECTION 2 - ADMINISTRATION OF YOUR ACCOUNT

- 2.1 How Contributions Are Handled: Contributions made to this contract for you may vary in amount and frequency **[and must consist of an allowable rollover, Code §403(b) intra-plan contract exchange from a prior §403(b) funding medium, or plan-to-plan transfer, made pursuant to a Plan established by your Plan Sponsor that meets the requirements of Code §403(b) and applicable Code provisions and rules and regulations issued thereunder during the 12-month period beginning with the date that the first Contribution for you is credited to your Account.]**

[The total amount of such Contributions for you during the 12-month period must at least equal \$50,000, and may not exceed \$1,000,000.]

Contributions are credited to the appropriate Contribution-Sources within your Account as your Plan Sponsor directs in allocation instructions. Your initial Contribution is allocated to your Account by the second Business Day after we (1) receive the initial Contribution or, if later, (2) receive all data necessary to complete the allocation (including data required to establish your Account and the amount of your Contribution). Subsequent Contributions **[made within the 12-month period beginning with the date that the first Contribution for your is credited to your Account]** are allocated to your Account on the Business Day we (1) receive that Contribution or, if later, (2) receive all data necessary to complete the allocation.

If we receive funds which cannot be allocated to your Account, those funds will be returned to your Plan Sponsor in their entirety or, at our option, only the unallocable portion will be returned to your Plan Sponsor, within 5 Business Days.

- 2.2 Excess Contributions: On receipt of instructions from your Plan Sponsor, we will withdraw Excess Contributions, plus interest thereon, from your Account and return them as directed by your Plan Sponsor. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Code and the Plan. A return of Excess Contributions is not subject to a Withdrawal Charge.

[No Participant is permitted to have elective deferral contributions (within the meaning of Code §402(g)(3)) made during a calendar year under this contract, or under any other plans, contracts, or arrangements maintained by his employer, in excess of the dollar limitation in effect under Code §402(g)(1) and any Regulations issued thereunder for taxable years beginning in such calendar year.]

SECTION 3 -- OPERATION OF FIXED INTEREST ACCOUNT

- 3.1 Allocations to Your Account: We credit Contributions for you to the FIA based on the information provided by the appropriate party. We credit interest daily from the date of the Contribution to the FIA to the date of withdrawal.
- 3.2 Provision of Guaranteed Rates for Interest Pockets: At least **[10 days]** in advance of each calendar quarter, we will declare a Guaranteed Rate for the Interest Pocket for that quarter. All Contributions hereunder which are allocated to the FIA during that quarter will earn interest at that Guaranteed Rate until that quarterly pocket matures on the second January 1 following the quarter in which that pocket was established.
- 3.3 Renewal of Guaranteed Rates: Those quarterly Interest Pockets that mature at the same time will be combined into an annual renewal Interest Pocket. Funds associated with that annual renewal Interest Pocket will earn interest for a full year at the Guaranteed Rate declared for that pocket. A new Guaranteed Rate for each annual renewal Interest Pocket will be declared at least **[30 days]** prior to January 1 of each of the next 4 years which follow the year in which that pocket was established. An annual renewal Interest Pocket will mature on the fifth anniversary of the date of its establishment, when it will be combined into one annual portfolio Interest Pocket. Funds associated with that annual portfolio Interest Pocket will earn interest for a full year at the Guaranteed Rate for that pocket, which will be declared at least **[30 days]** prior to every January 1.
- 3.4 Minimum Rate Guarantee: An Interest Pocket's Guaranteed Rate may not be less than an annual effective interest rate equal to the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding the calendar year in which the Guaranteed Rate is in effect (rounded to the nearest 0.05%), minus 1.25%. This minimum Guaranteed Rate shall not be less than 1% nor greater than 3%. **[However, prior to January 1, 2015, the minimum Guaranteed Rate shall be 3%.]**
- 3.5 Allocation of Withdrawals: Withdrawals (including any allowable loans) from the FIA are on a first-in/first-out (FIFO) basis.

SECTION 4 - BENEFIT PAYMENTS

- 4.1 General Withdrawal Provisions: Subject to the following provisions of this Section, you, with your Plan Sponsor's written authorization based on the Plan's provisions, may direct us to withdraw all or a portion of your Account pursuant to §4.2 to provide a single-sum payment to you.
- (a) Loans are permitted under this contract as withdrawals from your Account to the extent that your Plan Sponsor makes provision in its Plan for the availability of Plan loans satisfying the requirements of Code §72(p), and, where applicable, ERISA §408(b)(1), whereby the Plan is the lender. Additionally, hardship withdrawals, withdrawals upon attainment of age 59 ½, and other withdrawals from your Account are permitted under this contract to the extent that your Plan Sponsor makes provision in its Plan for such Participant benefits and you and your Plan Sponsor provide information necessary for AUL to provide such a withdrawal.
 - [(b) Elective Deferrals: Amounts attributable to Code §403(b) elective deferral Contributions made pursuant to a Code §402(g)(3)(C) salary reduction agreement may be distributed to you pursuant to the provisions of your Plan, provided that such distribution shall not occur until you have either attained age 59 ½, severed employment, died, become totally disabled [as defined by Code §72(m)(7), subject to any limitations provided under your Plan], experienced a hardship [as defined by Code §403(b)(11)(B), subject to any limitations provided under your Plan], or a withdrawal is made to provide a Plan loan in accordance with Code §72(p). In the case of a hardship withdrawal, any gain credited to such Contributions may not be withdrawn. These timing restrictions do not apply to Contributions (but do apply to earnings thereon) that were contributed before 1989, to withdrawals to correct Excess Contributions in accordance with the Code or other applicable Regulations or guidance, or to distributions due to Plan termination in accordance with the Code or other applicable Regulations or guidance.]**
 - (c) **Non-Elective Deferrals: Any distribution of Code §403(b) Contributions other than elective deferrals described in Subsection (b) above shall not occur until you have severed employment or upon the prior occurrence of an event specified in your Plan and permissible under Treasury Regulation §1.403(b)-6(b), such as the attainment of a stated age, after a fixed number of years of service, or disability. This restriction does not apply to withdrawals to correct Excess Contributions, distributions of after-tax employee Contributions and earnings thereon, and distributions due to Plan termination in accordance with the Code or other applicable Regulations or guidance.]**
 - (d) Withdrawal of any amount from this contract that is allowed by your Plan without there being a distributable event under the Plan that is transferred directly by us pursuant to applicable instructions to another Code §403(b) tax-deferred annuity funding vehicle under applicable IRS rules and regulations shall be subject to application of the Withdrawal Charge as provided in §4.2(a).
 - [(e) If, as provided in Internal Revenue Code Regulation §1.403(b)-2T Q&A-2, the distributee of any eligible rollover distribution elects to have the distribution paid directly to an eligible retirement plan (as defined in Q&A-1 of that Section) and specifies the eligible retirement plan to which the distribution is to be paid, then the distribution shall be paid to that eligible retirement plan in a direct rollover.]**
 - (f) We are not responsible for determining your or your Plan Sponsor's compliance with the requirements above. Any withdrawal request that you submit must include your and your

Plan Sponsor's certification as to the purpose of the withdrawal. You and your Plan Sponsor assume full responsibility for determining whether any withdrawal is permitted under applicable law. We may rely solely upon the your and your Plan Sponsor's representations made in the withdrawal request.

- (g) Withdrawals from your FIA balance may not be made in an amount less than **[the smaller of \$500 or your entire FIA balance]**.
- (h) A withdrawal request is effective, and the Account Value to be applied pursuant to §4.2 is determined, on the Business Day that we receive a proper withdrawal request (or due proof of death, if received later).
- (i) We reserve the right to defer the payment of amounts withdrawn from the FIA for a period of up to **[6 months]** after we receive the withdrawal request.
- (j) If a withdrawal reduces your Account Value to less than \$5,000, such remaining Account Value shall also be withdrawn, subject to any applicable loan rules.

4.2 Benefit Payments:

- (a) Subject to the provisions of §4.1 and Subsections (b) and (c) below, you, with your Plan Sponsor's written authorization based on the Plan's provisions, may direct us to withdraw all or a portion of your Withdrawal Value (minus any charges described in §6) to provide a single-sum payment to you for Plan benefits and direct transfers under §4.1(d).

For these benefits and transfers, if your entire Account Value is withdrawn, the amount paid equals your Withdrawal Value (minus any charges described in §6). In all other instances, your Account Value is reduced by an amount sufficient to make the payment requested and to cover the Withdrawal Charge and any charges described in §6.

Notwithstanding the previous paragraphs, in the first Contract Year in which your Account is established, you may withdraw up to 10% of the sum of your Account Value (determined as of the later of the Contract Date or the Contract Anniversary immediately preceding the request for the withdrawal) plus Contributions made for you during that Contract Year, without application of the Withdrawal Charge. You may also do this in the next succeeding Contract Year. In any subsequent Contract Year, you may withdraw up to 10% of your Account Value (determined as of the Contract Anniversary immediately preceding the request for the withdrawal) without application of the Withdrawal Charge.

- (b) Regarding death benefits, upon receipt of instructions and of due proof of your (and, if applicable, your beneficiary's) death prior to the date your Account is closed, we will apply your Account Value (minus any charges described in §6) for the purpose of providing a death benefit. The death benefit will be paid to your beneficiary according to the method of payment elected by the beneficiary (unless you previously elected such method of payment). Your beneficiary may also designate a beneficiary.

[4.3 Required Minimum Distributions: This contract shall comply with the minimum distribution provisions of your Plan, but in no event shall the contract fail to comply with the requirements of Code §401(a)(9) and the regulations issued thereunder, including, but not limited to, the incidental benefit requirements specified in Code §401(a)(9)(G) and Q&A-2 of §1.401(a)(9)-6, as made applicable by Code §403(b)(10). For purposes of applying the distribution rules of Code §401(a)(9), distributions shall be made in accordance with the provisions of §1.408-8 of the

Treasury Regulations, except as provided in §1.403(b)-6(e) of the Treasury Regulations. Accordingly, the provisions of (a), (b), and (c) below shall apply:

(a) Code §403(b) Required Minimum Distributions Prior to your Death:

- (1) Notwithstanding any provision of this contract to the contrary, the distribution of your post-1986 Code §403(b) interest in the contract (amounts accruing after 1986, including post-1986 earnings on pre-1987 accrued amounts, minus any applicable Withdrawal Charge and any charges described in §6) will be made in accordance with the requirements of Code §§403(b)(10) and 401(a)(9) and the Regulations issued thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of your post-1986 Code §403(b) interest in the contract [as determined under (b)(3) below] must satisfy the requirements of Code §§403(b)(10) and 401(a)(9) and the regulations issued thereunder as applicable to an account, rather than the requirements of (a)(2), (3), and (4) below and (b) below applicable to an annuity.**
- (2) Your entire post-1986 Code §403(b) interest will begin to be distributed no later than the first day of April following the later of the calendar year in which you attain age 70 ½ or the calendar year in which you retire from employment with the employer maintaining the Plan (the “required beginning date”) over (a) your life or the lives of you and your designated beneficiary or (b) a period certain not extending beyond your life expectancy or the joint and last survivor expectancy of you and your designated beneficiary. However, if this contract is not part of a governmental plan or church plan, the “required beginning date” for a 5% owner is the first day of April of the calendar year following the calendar year in which the Participant attains age 70 ½. Payments will be made in periodic payments at intervals of no longer than 1 year, and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of §1.401(a)(9)-6 of the Treasury Regulations. In addition, any distribution of Code §403(b) amounts accruing pre-1987 or post-1986 must satisfy the incidental benefit requirements specified in Code §401(a)(9)(G) and Q&A-2 of Treasury Regulation §1.401(a)(9)-6.**
- (3) The distribution periods described in (a)(2) above cannot exceed the periods specified in Treasury Regulation §1.401(a)(9)-6.**
- (4) The first required payment can be made as late as the “required beginning date,” and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.**

(b) Code §403(b) Required Minimum Distributions After Your Death:

- (1) If you die before your Annuity Commencement Date, your entire post-1986 Code §403(b) interest [as defined in (a)(1) above] will be distributed at least as rapidly as follows:**
 - (A) in a single sum or other method not provided in (B) below; provided, however, that the entire interest must be paid on or before December 31 of the calendar year which contains the fifth anniversary of your death, or**

- (B) as an annuity in accordance with the Annuity Options shown in the contract over a period not to exceed the life or life expectancy of your beneficiary.**
- (i) If your designated beneficiary is not your surviving spouse, your entire interest will be distributed, beginning no later than December 31 of the calendar year following the calendar year in which you died, over the remaining life expectancy of your designated beneficiary. Such life expectancy is determined using the age of your beneficiary as of his or her birthday in the year following the year of your death or, if elected, in accordance with (b)(1)(B)(iii) below.**
 - (ii) If your sole designated beneficiary is your surviving spouse, your entire interest will be distributed, beginning no later than December 31 of the calendar year following the calendar year in which you died (or by December 31 of the calendar year in which you would have attained age 70 ½, if later), over your spouse's life, or, if elected, in accordance with (b)(1)(B)(iii) below. If your surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which your spouse died, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse, or, if elected, will be distributed in accordance with (b)(1)(B)(iii) below. If your surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the payment option chosen.**
 - (iii) If there is no designated beneficiary, the designated beneficiary is not an individual, or if applicable by operation of (b)(1)(B)(i) or (ii) above, your entire interest will be distributed no later than December 31 of the calendar year containing the fifth anniversary of your death (or of your spouse's death in the case of your surviving spouse's death before distributions are required to begin under (b)(1)(B)(ii) above).**
 - (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation §1.401(a)(9)-9. If distributions are being made to your surviving spouse as your sole designated beneficiary, your spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to your spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in (b)(1)(B)(i) or (ii) above and reduced by 1 for each subsequent year.**

- (2) If you die on or after your Annuity Commencement Date, any interest remaining under the benefit payment option selected will continue to be distributed under that benefit payment option and will be paid at least as rapidly as prior to your death.
 - (3) Your “interest” includes the amount of any outstanding rollover or transfer and the actuarial value of any other benefits provided under the contract, such as guaranteed death benefits, if any.
 - (4) For purposes of (b)(1) and (2) above, required distributions are considered to commence on your required beginning date or, if applicable, on the date distributions are required to begin to your surviving spouse under (b)(1)(B)(ii) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation §1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.
- (c) **Application to Multiple Contracts:** To the extent permitted by Treasury Regulation §1.403(b)-6(e)(7), the required minimum distribution from one Code §403(b) contract of yours may be distributed from another Code §403(b) contract of yours in order to satisfy Code §401(a)(9). You shall in such event be responsible for the satisfaction of Code §401(a)(9).]

[4.4 Rollovers: A distributee may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. For this purpose, the following definitions and rules apply:

- (a) **Eligible rollover distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee’s designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code §401(a)(9) as made applicable by Code §403(b)(10); any distribution made upon the hardship of the employee; and any other amounts designated in applicable federal tax guidance. The term “eligible rollover distribution” shall not include the portion of any distribution that is not includible in gross income except to the extent that such amount is paid directly to an eligible retirement plan that is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), or an annuity described in Code §403(b) or qualified trust described in Code §401(a) and such annuity or trust agrees to separately account for such amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion that is not so includible.
- (b) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §§403(a) or 403(b), a qualified trust described in Code §401(a), or an eligible deferred compensation plan described in Code §457(b) which is maintained by an eligible governmental employer described in Code §457(e)(1)(A), that accepts the distributee’s eligible rollover distribution.

- (c) **Distributee:** You are a distributee whether an employee or former employee. In addition, your spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code §414(p), is a distributee with regard to the interest of the spouse or former spouse.
- (d) **Nonspouse Beneficiary:** To the extent permitted by Code §402(c)(11) and applicable federal tax guidance issued thereunder, a direct trustee-to-trustee transfer may be made to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) of an individual who is your designated beneficiary but who is not your surviving spouse if such transfer would be an eligible rollover distribution but for the fact that the distribution is not being made to you or your surviving spouse.
- (e) **Direct Rollover:** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.]

[4.5 Distributions on Plan Termination: With regard to amounts attributable to Code §403(b) Contributions made pursuant to a Code §402(g)(3)(C) salary reduction agreement, termination of the Code §403(b) Plan and distribution of such accumulated amounts pursuant to the provisions of your Plan are permitted only if your Plan Sponsor [taking into account all entities that are treated as the same employer under Code §414(b), (c), (m), or (o) on the date of the termination] does not make contributions to any Code §403(b) contract that is not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after distribution of all assets from the terminated Plan. However, if at all times during the period beginning 12 months before the termination and ending 12 months after distribution of all assets from the terminated Plan, fewer than 2% of the employees who were eligible under the Code §403(b) Plan as of the date of Plan termination are eligible under the alternative Code §403(b) contract, the alternative Code §403(b) contract is disregarded.]

SECTION 5 - ANNUITIES

- 5.1 **Annuity Purchases:** You, with your Plan Sponsor's written authorization based on the Plan's provisions, may withdraw all or a portion of your Withdrawal Value (minus any charges described in §6) to provide an annuity benefit. This amount is applied to purchase the annuity on the last day of the month preceding the Annuity Commencement Date. As of that annuity purchase date, your Account funds are no longer maintained in this contract.

Your annuity purchase request must specify the purpose for the annuity, the election of an annuity option, Annuity Commencement Date, any contingent annuitant or beneficiary, and any additional information we require. If you or your contingent annuitant dies before the Annuity Commencement Date, the annuity election is cancelled.

The minimum amount that you may apply to purchase an annuity is **[the lesser of \$10,000 or your entire Account Value.]**

- 5.2 **Annuity Options:** You may elect any optional form of annuity we offer at the time of purchase. Available annuity options always include:

- (a) **Life Annuity.** A monthly annuity is payable as long as the annuitant lives.
- (b) **Survivorship Annuity.** A monthly annuity is payable as long as the annuitant lives. After the annuitant's death, all or a portion of the monthly annuity is paid to the contingent annuitant as long as the contingent annuitant lives.
- (c) **10-Year Certain and Life Annuity.** A monthly annuity is payable to the annuitant for as long as the annuitant lives. If the annuitant dies before receiving payments for the 10-year certain period, any remaining payments for the balance of the 10-certain period are paid to the annuitant's beneficiary.

If a certain period annuity is available, the certain period may not extend beyond your life expectancy or the joint life expectancy of you and your contingent annuitant, as determined on the Annuity Commencement Date.

- 5.3 **Determining Annuity Amount:** We compute the annuity amount using the factors reflected in the Table of Guaranteed Immediate Annuities attached to this contract. However, if our current single premium, nonparticipating, immediate annuity rates for this class of group annuity contracts produce a higher monthly annuity than the Table of Guaranteed Immediate Annuities, then that more favorable annuity rate may be applied.

- 5.4 **Proof of Age and Survival; Minimum Payments:** We may require proof of any annuitant's or contingent annuitant's date of birth before commencing payments under any annuity. We may also require proof that an annuitant or contingent annuitant is living before making any annuity payment. If a monthly annuity is less than our current established minimum payment, we may make payments on a less-frequent basis.

- 5.5 **Annuity Certificates:** We issue to each person for whom an annuity is purchased a certificate setting forth the annuity's amount and terms.

SECTION 6 - OTHER CONTRACT CHARGES

- 6.1 Participant Account Charge: We deduct an annual Participant Account Charge from your Account **[on each anniversary of the date that the initial Contribution for you was credited to your Account. This charge shall be equal to an amount of up to the lesser of \$30 or 3% of your Account Value as of such anniversary date. Alternatively, at our option and only after the first anniversary has elapsed of the date that the initial Contribution for you was credited to your Account, we may deduct a Participant Account Charge per Contract Quarter from your Account of up to the lesser of \$7.50 or 0.750% of your Account Value as of the last day of each Contract Quarter.]** This charge is to be prorated among each Contribution-Source utilized under this contract by your Account. If the entire balance of your Account is applied or withdrawn pursuant to the contract before the last day of the applicable annual or quarterly period, your Participant Account Charge attributable to the period of time which has elapsed since the first day of the applicable period in which such application or withdrawal of funds is made will not be deducted from the amount applied or withdrawn.
- [There is no such charge for you for the applicable annual or quarterly period in which your Account Value on the last day of that period is at least \$50,000].**
- 6.2 Distribution Fee: We deduct a Distribution Fee of up to \$40 from your Account if your Account is distributed in a lump-sum or is used to purchase an annuity, if permitted under applicable law, regulations, and rulings.
- 6.3 Taxes: We may deduct charges equal to any premium tax we incur which is directly related to amounts received for you from the balance applied to purchase an annuity, or at such other time as such premium taxes are incurred by us.

SECTION 7 - CONTRACT MODIFICATIONS

- 7.1 **Contract Amendment:** The Contractholder and we may agree to any change or amendment to this Contract without the consent of any other person or entity. This contract cannot be modified or amended, nor can any provision or condition be waived, except by written authorization of a corporate officer of AUL.
- 7.2 **Rates and §6 Charges:** We may announce new Guaranteed Rates, as described in §§3.2 and 3.3 (including the consolidation of existing Interest Pockets). However, as provided in §§3.2 and 3.3, we may not change the declared Guaranteed Rate applicable to an established Interest Pocket during the guaranteed period. We may also modify the charge levels in §6 using the procedures of §7.4.
- 7.3 **Conformance with Law:** We may amend this contract at any time, without the Contractholder's consent, or that of any other person or entity, if the amendment is reasonably needed to comply with, or give the Contractholder, the Plan Sponsor, or you the benefit of, any provisions of federal or state laws. Any such amendment will be delivered to the Contractholder prior to its effective date.
- 7.4 **Our Right to Initiate Changes:** In addition to those amendments permitted by §§7.2 and 7.3, we may initiate an additional provision or modification of any other provision of this contract (except for those prohibited amendments listed in §7.5) by giving the appropriate parties **[60 days]** notice of such modification. Any such modification is effective without the affirmative assent of any other person or entity.
- 7.5 **Prohibited Amendments:**
- (a) Notwithstanding our right to initiate changes under §7.4, we may not initiate changes to the minimum rate guarantee provision specified in §3.4, our obligation to set Guaranteed Rates for the period of time specified in §§3.2 and 3.3, or the Table of Guaranteed Immediate Annuities.
 - (b) No modification to this contract may change the terms of a previously purchased annuity or reduce any interest guarantee applicable to your FIA balances on the modification's effective date.

SECTION 8 - GENERAL PROVISIONS

- 8.1 **Ownership:** The Contractholder owns this contract. No other person or entity has any right, title, or interest in this contract or to amounts received or credited under it until such amounts are made available to them under this contract. All amounts received or credited under this contract become our property. We are obligated to make only the payments or distributions specified in this contract.
- 8.2 **Entire Contract:** This contract and your application constitute the entire agreement between the Contractholder and us. We are not a party to, nor bound by, a plan, trust, custodial agreement, or other agreement, or any amendment or modification to any of the same. We are not a fiduciary under this contract or under any such plan, trust, custodial agreement, or other agreement.
- 8.3 **Benefit Determinations:** You and your Plan Sponsor shall furnish us whatever information is necessary to establish the eligibility for and amount of annuity or other benefit due. We rely on those instructions and certifications with respect to your benefits.
- 8.4 **Termination of Contract:** This contract terminates when no amounts remain in it.
- 8.5 **Our Right to Terminate your Account:** We may terminate your Account at any time, subject to applicable state law, if no Contribution is made for you in the prior 365-day period and your Account Value totals less than \$5,000. Such Account termination is effective on the 30th day following the date we notify you of such Account termination, unless you and we agree to another date.

Upon such Account termination, we shall pay you your Account Value. Payment is made on your Account termination effective date, unless you and we agree to another date. Any such payment is in full settlement of your Account under this contract and in lieu of any other payment under its terms.

- 8.6 **Representations and Warranties:** The Contractholder and we mutually represent and warrant, each to the other, that each is fully authorized to enter into this contract and that this contract is a valid and binding obligation and that the execution or performance of this contract does not violate any law, regulation, judgment, or order by which the representing party is bound.

We do not make any representation or warranty regarding the federal, state, or local tax status of this contract, your Participant Account, or any transaction involving this contract.

- 8.7 **A Representative of Your Plan Sponsor; Misstatement of Data:** Your Plan Sponsor may designate a representative to act on its behalf under §§2 through 5. We may rely on any information the Contractholder, your Plan Sponsor, or you furnish. We need not inquire as to the accuracy or completeness of such information. If any essential data pertaining to any person has been omitted or misstated, including, but not limited to, a misstatement of an annuitant's or contingent annuitant's age, we will make an equitable adjustment to provide the annuity or other benefit determined using correct data.
- 8.8 **Form of Request, Notice, Instruction, or Direction:** When reference is made to the Contractholder, your Plan Sponsor, or you making a request or giving notice, instruction, or direction, such request, notice, instruction, or direction must be in writing, or in a form otherwise acceptable to us, and is effective when we receive it.
- 8.9 **Quarterly Statement of Account Value:** Reasonably promptly after the end of each Contract Quarter, we will prepare a statement of your Account Value as long as your Account is maintained under this contract.

- 8.10 Conformity with Law: Any benefit payable under this contract shall not be less than the minimum benefit required by the insurance laws of the state in which the contract is delivered. Language in this contract referring to state or federal tax, securities, or other statutes or rules do not incorporate within this contract any such statutes or rules.
- 8.11 Gender and Number: Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.
- 8.12 Facility of Payment: If you, your contingent annuitant, or your beneficiary is legally incapable of giving a valid receipt for any payment, if no guardian has been appointed, and if we receive a valid power of attorney for you, your contingent annuitant, or your beneficiary, we may pay the person or persons named in such power of attorney. Any such payment fully discharges us to the extent of such payment.
- 8.13 Acceptance of New Contributions: We may refuse to accept new Contributions at any time.
- 8.14 Our Annual Statement: No provision of this contract controls, determines, or modifies any annual statement made by us to any insurance department, contractholder, regulatory body, or other person. Nor does anything in such annual statement control, determine, or modify the provisions of this contract.
- [8.15 Nonforfeitability and Nontransferability: Your entire Withdrawal Value of the vested portion (as determined pursuant to the Plan) of Code §403(b) funds is nonforfeitable at all times within the meaning of Code §403(b)(1)(C) and any Regulations issued thereunder. This contract shall also be nontransferable within the meaning of Treasury Regulation §1.403(b)-3(a)(5). No sum payable under this contract that is attributable to Code §403(b) funds with respect to you may be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person or entity other than us, other than pursuant to a qualified domestic relations order described in Code §414(p). In addition, to the extent permitted by law, no such sum shall in any way be subject to legal process requiring the payment of any claim against the payee.]**
- 8.16 Notice of Annual Meeting of Members: By-law, Art II, Sec. 2: the regular annual meeting of the members of American United Mutual Insurance Holding Company shall be held at its principal place of business on **[the third Thursday in February each year at ten o'clock A.M.]** local time or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

[TABLE OF GUARANTEED IMMEDIATE ANNUITIES

MONTHLY INCOME PER \$1,000 OF ACCOUNT VALUE

| ADJUSTED AGE | LIFE ANNUITY | 10-YEAR CERTAIN AND LIFE ANNUITY |
|---------------------|---------------------|---|
| 45 | 2.7498 | 2.7455 |
| 46 | 2.7986 | 2.7938 |
| 47 | 2.8498 | 2.8444 |
| 48 | 2.9036 | 2.8975 |
| 49 | 2.9602 | 2.9532 |
| 50 | 3.0197 | 3.0116 |
| 51 | 3.0823 | 3.0730 |
| 52 | 3.1483 | 3.1375 |
| 53 | 3.2178 | 3.2052 |
| 54 | 3.2913 | 3.2763 |
| 55 | 3.3690 | 3.3512 |
| 56 | 3.4511 | 3.4299 |
| 57 | 3.5381 | 3.5126 |
| 58 | 3.6301 | 3.5995 |
| 59 | 3.7273 | 3.6906 |
| 60 | 3.8300 | 3.7862 |
| 61 | 3.9387 | 3.8865 |
| 62 | 4.0536 | 3.9919 |
| 63 | 4.1751 | 4.1024 |
| 64 | 4.3037 | 4.2184 |
| 65 | 4.4397 | 4.3400 |
| 66 | 4.5837 | 4.4676 |
| 67 | 4.7365 | 4.6014 |
| 68 | 4.8992 | 4.7419 |
| 69 | 5.0735 | 4.8895 |
| 70 | 5.2610 | 5.0448 |
| 71 | 5.4635 | 5.2077 |
| 72 | 5.6823 | 5.3783 |
| 73 | 5.9180 | 5.5559 |
| 74 | 6.1718 | 5.7400 |
| 75 | 6.4456 | 5.9301 |

**Adjusted Age = Actual Age at Settlement (in years and completed months) less the following number of months:
[0.6 times (Birth Year - 1915)] rounded to the nearest integer.**

**Guaranteed purchase rates are 100% of the net single premium for the benefit provided based on 85% of the
unprojected 1994 Group Annuity Reserving Table for females with interest at 1.5%.]**

SERFF Tracking Number: AULD-126143941 State: Arkansas
Filing Company: American United Life Insurance Company State Tracking Number: 42332
Company Tracking Number: TDA.SPFIAONLY-K.KM
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium
Product Name: TDA Fixed Interest Account
Project Name/Number: TDA Fixed Interest Account/TDA.SPFIAonly-K.KM

Supporting Document Schedules

| | Item Status: | Status Date: |
|--|--------------|--------------|
| Satisfied - Item: Flesch Certification Comments: Attachment: ARactcert-Reg 6.pdf | | |

| | Item Status: | Status Date: |
|---|--------------|--------------|
| Satisfied - Item: Application Comments: This application was previously approved by your office on April 17, 2000. Attachment: Application11104 (Reference for filing).pdf | | |

| | Item Status: | Status Date: |
|--|--------------|--------------|
| Satisfied - Item: Statement of Variability Comments: Attachment: TDA.SPFIAonly-K.KMSOV(Standard).pdf | | |

STATE OF ARKANSAS

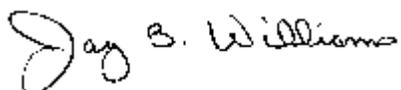
CERTIFICATION

CARRIER: AMERICAN UNITED LIFE INSURANCE COMPANY

SUBMISSION: TDA.SPFIAonly-K.KM
TDA Group Annuity

DATE: May 11, 2009

I hereby certify that to the best of my knowledge and belief the above submission conforms to Arkansas Regulation 6.

A handwritten signature in black ink that reads "Jay B. Williams". The signature is written in a cursive style with a large initial "J".

Jay B. Williams
Name

Vice President, Compliance
Title

**APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY
FOR A GROUP ANNUITY CONTRACT**

ABC Company

(hereinafter called the Applicant)

hereby applies for Group Annuity Contract Number **GA XX,XXX**.

This application is made a part of the said contract, which is hereby approved and its provisions and conditions accepted.

This application is executed in duplicate, one counterpart being attached to said contract and the other being returned to American United Life Insurance Company.

It is agreed that this application supersedes any previous application for said contract.

Dated at _____ on _____,

Signature of Applicant **ABC Company**

(Soliciting Agent)

By _____

(Signature and Title)

REFERENCE ONLY

THIS FORM
PREVIOUSLY
APPROVED BY YOUR
OFFICE.

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

P-11104

**APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY
FOR A GROUP ANNUITY CONTRACT**

ABC Company

(hereinafter called the Applicant)

hereby applies for Group Annuity Contract Number **GA XX,XXX**.

This application is made a part of the said contract, which is hereby approved and its provisions and conditions accepted.

This application is executed in duplicate, one counterpart being attached to said contract and the other being returned to American United Life Insurance Company.

It is agreed that this application supersedes any previous application for said contract.

Dated at _____ on _____,

Signature of Applicant **ABC Company**

(Soliciting Agent)

By _____

(Signature and Title)

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

P-11104

American United Life Insurance Company – NAIC 60895
Form TDA.SPFIAonly-K.KM / TDA.SPFIAonly-C.KM
Statement of Variability (SOV)
05-6-09

| Page | Description | Variable Explanation |
|--|--|--|
| Cover Page | John Doe information, officer name & title, company telephone number | Contractholder specific information/name and/or title change/telephone number change |
| Table of Contents – | [Table of Guaranteed Immediate Annuities] | To allow flexibility in case the 1994 Group Annuity Reserving Table is changed. |
| Sec. 1 – Definitions/ Participants Account Value | 1.1 - [An amount equal to 5% of each Contribution made during the 12-month period beginning with the date that the first Contribution for the Participant is credited to his Account shall be added to the Participant’s Account Value as of the date that Contribution is credited to his Account.] | Period range 0 to 36 months Range = 0 to 5% |
| Sec 1 – Definitions/ Contributions | 1.8 - [during the 12-month period beginning with the date that the first Contributions for the Participant is credited to his Account as an allowable rollover, Code §403(b) intra-plan contract exchange from a prior §403(b) funding medium, or plan-to-plan transfer, made pursuant to a Plan established by the Plan Sponsor that meets the requirements of Code §403(b) and applicable Code provisions and rules and regulations issued thereunder. Such transferred funds may be listed under categories other than “Contributions” on annual and quarterly reporting. “Contributions” may not exceed applicable Code §§402(g), 403(b), 414(v), and 415 limits, but, for this purpose, the term “Contributions” does not include amounts that were the subject of an eligible rollover distribution from another plan to the Plan.] | Period range 0 to 36 months Ability to revise this language without filing based on changes in IRS requirements. |
| Sec I - Definitions | 1.10 - Contributions that exceed the applicable Code §415 limits, and that the Plan Sponsor identified to AUL, will be accounted for separately within this contract. | Ability to revise this language without filing based on changes in IRS requirements. |
| Sec 1 – Definitions | 1.19 - Withdrawal Charge | Scale varies by commission option. Maximum surrender charge would be 8%, minimum would be zero and the withdrawal charge period would not exceed 10 years. |

| | | |
|---|--|--|
| <p>Sec 2 – Administration of Participant Accounts</p> | <p>2.1 - [and must consist of an allowable rollover, Code §403(b) intra-plan contract exchange from a prior §403(b) funding medium, or plan-to-plan transfer, made pursuant to a Plan established by the Plan Sponsor that meets the requirements of Code §403(b) and applicable Code provisions and rules and regulations issued thereunder during the 12-month period beginning with the date that the first Contribution for the Participant is credited to his Account.]</p> <p>[The total amount of such Contributions for the Participant during the 12-month period must as least equal \$50,000, and may not exceed \$1,000,000.]</p> <p>[made within the 12-month period beginning with the date that the first Contribution for the Participant is credited to his Account]</p> | <p>Ability to revise this language without filing based on changes in IRS requirements.</p> <p>Minimum contribution is \$50,000 with a maximum of \$1,000,000.</p> |
| <p>Sec 2 – Administration of Participant Accounts</p> | <p>2.2 - [No Participant is permitted to have elective deferral contributions (within the meaning of Code §402(g)(3)) made during a calendar year under this contract, or under any other plans, contracts, or arrangements maintained by his employer, in excess of the dollar limitation in effect under Code§402(g)(1) and any Regulations issued thereunder for taxable years beginning in such calendar year.]</p> | <p>Ability to revise this language without filing based on changes in IRS requirements.</p> |
| <p>Sec 3 – Operation of Fixed Interest Acct</p> | <p>3.2 [10 days]</p> | <p>Option of time to declare change in interest rate. (Range = 6 months to 24 months)</p> |
| <p>Sec 3 – Operation of Fixed Interest Acct</p> | <p>3.3 [30 days]</p> | <p>Option of time to declare change in interest rate. To allow for a change in the number of days for notification. (Range = 5 days to 45 days)</p> |
| <p>Sec 3 – Operation of Fixed Interest Acct</p> | <p>3.4 [However, prior to January 2015, the minimum Guaranteed Rate shall be 3%]</p> | <p>This guarantee of 3% will be removed after 12/31/2014. See actuarial memorandum.</p> |
| <p>Sec 4 – Benefit Payments</p> | <p>4.1 (b) & (c) Elective and Non-Elective Deferrals</p> | <p>Ability to revise this language without filing based on changes in IRS requirements.</p> |
| <p>Sec 4 – Benefit Payments</p> | <p>4.1(e) [If, as provided in Internal Revenue Code Regulation §1.403(b)-2T Q&A-2, the distributee of any eligible rollover distribution elects to have the distribution paid directly to an eligible retirement plan (as defined in Q&A-</p> | <p>Ability to revise this language without filing based on changes in IRS requirements.</p> |

| | | |
|--------------------------------|---|---|
| | 1 of that Section) and specifies the eligible retirement plan to which the distribution is to be paid, then the distribution shall be paid to that eligible retirement plan in a direct rollover.] | |
| Sec 4 – Benefit Payments | 4.1(g) [the smaller of \$500 or the Participant Account’s entire FIA balance]. | (Range = \$500 - \$1,000) Option to change minimum amount, if determined necessary because of cost of administration. |
| Sec 4 – Benefit Payments | 4.1(i) [6 months] | Ability to revise this language without filing based on changes in state requirements. |
| Sec 4 – Benefit Payments | 4.1(j) [\$5,000] | (Range \$1,000 to \$10,000) |
| Sec 4 – Benefit Payments | 4.3 Required Minimum Distributions | Ability to revise this language without filing based on changes in IRS requirements. |
| Sec 4 – Benefit Payments | 4.4 Rollovers | Ability to revise this language without filing based on changes in IRS requirements. |
| Sec 4 – Benefit Payments | 4.5 Distributions on Plan Termination | Ability to revise this language without filing based on changes in IRS requirements. |
| Sec 5 -Annuities | 5.1 [the lesser of \$10,000 or the Participant’s entire Account Value] | Option to change minimum amount, if determined necessary because of cost of administration. (Range \$5000 - \$50,000) |
| Sec 6 – Other Contract Charges | 6.1 [on each anniversary of the date that the initial Contribution for the Participant was credited to his Account. This charge shall be equal to an amount of up to the lesser of \$30 or 3% of the Participant’s Account Value as of such anniversary date. Alternatively, at our option and only after the first anniversary has elapsed of the date that the initial Contribution for the Participant was credited to his Account, we may deduct a Participant Account Charge per Contract Quarter from each Participant Account of up to the lesser of \$7.50 or 0.750% of the Participant’s Account Value as of the last day of each Contract Quarter. [There is no such charge for the applicable annual or quarterly period in which the Participant’s Account Value on the last day of that period is at least \$50,000]. | Option to change amount for future issues. |
| Sec 7 – Contract Modifications | 7.4 [60 days] | To allow flexibility in time to provide notice. |
| Sec 8 – General Provisions | 8.15 Nonforfeitability and Nontransferability | Ability to revise this language without filing based on changes in IRS requirements. |
| Sec 8 – General Provisions | Sec. 8.16 – Time of Annual Meeting | To allow for flexibility in the date and time of the annual meeting. |
| Page 19 | Table of Guaranteed Immediate Annuities | To allow flexibility in case the 1994 Group Annuity Reserving Table is changed. |