

SERFF Tracking Number: SUNL-126191875 State: Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 42679
Company Tracking Number: MASTERS UPDATE 6-2009
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Masters Update 6-2009
Project Name/Number: Masters Update 6-2009/Masters Update 6-2009

Filing at a Glance

Company: Sun Life Assurance Company of Canada (U.S.)

Product Name: Masters Update 6-2009

SERFF Tr Num: SUNL-126191875 State: Arkansas

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed-Approved- Closed State Tr Num: 42679

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: MASTERS UPDATE 6- State Status: Approved-Closed 2009

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Margaret Carvalho,
Thomas Miele, Christopher
McAuliffe, Pat Squillacioti

Disposition Date: 06/22/2009

Date Submitted: 06/17/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Masters Update 6-2009

Status of Filing in Domicile: Pending

Project Number: Masters Update 6-2009

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Pending approval from our domicile state of Delaware.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 06/22/2009

Explanation for Other Group Market Type:

State Status Changed: 06/22/2009

Deemer Date:

Created By: Pat Squillacioti

Submitted By: Margaret Carvalho

Corresponding Filing Tracking Number:

Masters Update 6-2009

Filing Description:

Re: Forms Submitted for Approval

IOD-III-E – Guaranteed Minimum Withdrawal Benefit Rider

VA-SIR – Guaranteed Minimum Withdrawal Benefit Rider

FAIL-09 – Specification Pages

SERFF Tracking Number: SUNL-126191875 State: Arkansas
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FIIII-09 – Specification Pages

RCHII-09 – Specification Pages

RFFII-09 – Specification Pages

Dear Sir or Madam:

We submit the new forms listed above for your review and approval. These forms are intended to comply with all laws, rules, bulletins and published guidelines applicable to these forms. They are submitted in final printed form and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing.

These forms have been filed and are pending with our domiciliary state of Delaware.

RIDERS

Each of the following riders will be made available for use with previously approved variable annuity forms FAIL-IND-MVA-02, RCHII-IND-MVA-02, RFFII-IND-MVA-02 and FIIII-IND-MVA-02:

IOD-III-E

This optional rider guarantees an amount up to which the owner can withdraw each year. The guaranteed annual amount available for withdrawal is known as the Annual Income Amount. This amount may also Step-up (increase) once each year. The Annual Income Amount may alternatively be used to store income for future withdrawals by increasing the Stored Income Balance. It also provides the opportunity to further increase the guaranteed annual amounts available at later ages. There is a quarterly fee for this rider.

VA-SIR

This optional rider guarantees an amount up to which the owner may withdraw each year. The guaranteed annual amount available for withdrawal is known as the Annual Withdrawal Amount. This amount may also Step-up (increase) once each year. This rider also provides a guaranteed withdrawal benefit with a deferral bonus feature if withdrawals are not taken during a specified period under the rider. There is a quarterly fee for this rider.

SPECIFICATION PAGES

The new specification pages include these new optional riders and will be used with their respective base products as follows:

- Specification Page FAIL-09 will be used with previously approved form FAIL-IND-MVA-02
- Specification Page FIIII-09 will be used with previously approved form FIIII-IND-MVA-02
- Specification Page RCHII-09 will be used with previously approved form RCHII-IND-MVA-02
- Specification Page RFFII-09 will be used with previously approved form RFFII-IND-MVA-02

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These forms will be used in the general variable annuity market and marketed by our licensed sales representatives. None of these forms will be mass marketed or solicited by mail.

These forms are used with products regulated as a security by the Securities and Exchange Commission (SEC) which are not subject to readability requirements.

The enclosed forms include brackets around the items that may vary. The bracketed items shown are the values that will currently print for each respective form. The use of variability in the enclosed forms will be administered as described in the enclosed statement of variability and in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Please do not hesitate to contact me if you have any questions regarding this submission. Thank you for your attention to this matter.

Sincerely,

Margaret Carvalho
Telephone: 800-432-1102, x 1811
Fax: 781-237-1588
Email: Margaret.carvalho@sunlife.com

Company and Contact

Filing Contact Information

Margaret Carvalho, Compliance Consultant margaret.carvalho@sunlife.com
One Sun Life Executive Park 781-446-1811 [Phone]
Wellesley Hills, MA 02481 781-237-3327 [FAX]

Filing Company Information

Sun Life Assurance Company of Canada (U.S.) CoCode: 79065 State of Domicile: Delaware
One Sun Life Executive Park Group Code: 549 Company Type:
State Filings, SC2175 Group Name: State ID Number:
Wellesley Hills, MA 02481 FEIN Number: 04-2461439
(800) 432-1102 ext. [Phone]

Filing Fees

SERFF Tracking Number: SUNL-126191875 State: Arkansas
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 42679
Company Tracking Number: MASTERS UPDATE 6-2009
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Masters Update 6-2009
Project Name/Number: Masters Update 6-2009/Masters Update 6-2009

Fee Required? Yes
Fee Amount: \$300.00
Retaliatory? No
Fee Explanation: 50.00 x 5 = 300.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sun Life Assurance Company of Canada (U.S.)	\$300.00	06/17/2009	28634302

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/22/2009	06/22/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Statements of Variability	Margaret Carvalho	06/17/2009	06/17/2009

SERFF Tracking Number: *SUNL-126191875* *State:* *Arkansas*
Filing Company: *Sun Life Assurance Company of Canada (U.S.)* *State Tracking Number:* *42679*
Company Tracking Number: *MASTERS UPDATE 6-2009*
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *Masters Update 6-2009*
Project Name/Number: *Masters Update 6-2009/Masters Update 6-2009*

Disposition

Disposition Date: 06/22/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SUNL-126191875 State: Arkansas
 Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 42679
 Company Tracking Number: MASTERS UPDATE 6-2009
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Masters Update 6-2009
 Project Name/Number: Masters Update 6-2009/Masters Update 6-2009

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statements of Variability		Yes
Form	Guaranteed Minimum Withdrawal Benefit Rider		Yes
Form	Guaranteed Minimum Withdrawal Benefit Rider		Yes
Form	Contract Specifications		Yes
Form	Contract Specificatrions		Yes
Form	Contract Specifications		Yes
Form	Contract Specifications		Yes

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Amendment Letter

Submitted Date: 06/17/2009

Comments:

Attached are statements of variability. Please accept my apologies for the oversight.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Statements of Variability

Comment:

FAII-09 SOV.pdf

FIIII-09 SOV.pdf

RCHII-09 SOV.pdf

RCHII-09 SOV.pdf

IOD-III-E SOV 6-10-09.pdf

VA-SIR SOV 6-10-09.pdf

SERFF Tracking Number: SUNL-126191875 State: Arkansas
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Form Schedule

Lead Form Number: IOD-III-E

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IOD-III-E	Policy/Cont	Guaranteed ract/Fratern al Benefit Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	IOD-III-E 6-10-09.pdf
	VA-SIR	Policy/Cont	Guaranteed ract/Fratern al Benefit Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	VA-SIR 6-10-09.pdf
	FAII-09	Schedule Pages	Contract Specifications	Initial		0.000	FAII-09.pdf
	FIIII-09	Schedule Pages	Contract Specificatrions	Initial		0.000	FIIII-09.pdf
	RCHII-09	Schedule Pages	Contract Specifications	Initial		0.000	RCHII-09.pdf
	RFFII-09	Schedule Pages	Contract Specifications	Initial		0.000	RFFII-09.pdf

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)

¹[Income ON Demand III Escalator]

Guaranteed Minimum Withdrawal Benefit Rider

This rider is made part of the Contract to which it is attached and is effective on the Rider Date as shown on the Contract Specifications. Except as stated in this rider, it is subject to the provisions contained in the Contract.

DEFINITIONS

Account: the Accumulation Account as set forth in the Contract section titled Contract Values During Accumulation Period.

Account Value: the Accumulation Account Value as set forth in the Contract section titled Contract Values During Accumulation Period.

Annual Income Amount: the amount added to the Stored Income Balance on each Rider Anniversary during the Stored Income Period.

Designated Funds: any Sub-account or Fixed Account that the Company makes available for use with this rider.

Early Withdrawal: any withdrawal taken before the First Withdrawal Date.

Excess Withdrawal: any withdrawal taken after the First Withdrawal Date that exceeds the Stored Income Balance (or your required minimum distribution amount, if higher).

Fee Base: the amount used to calculate the rider fee.

First Withdrawal Date: the Rider Date if the Owner is at least age ²[59] on the Rider Date, otherwise the first Rider Anniversary after the Owner attains age ²[59].

Income Benefit Base: the amount used to calculate the Annual Income Amount.

Lifetime Income Percentage: a percentage used to determine the Annual Income Amount that is based on the Owner's attained age.

One-time Option: an option that the Owner may only elect once to increase the Income Benefit Base by decreasing the Stored Income Balance.

Owner: except as otherwise specifically noted under the Single Life and Joint-Life Coverage section below, the term Owner refers to the oldest Owner; in the case of a non-natural Owner, the term Owner refers to the oldest Annuitant.

Rider Anniversary: the same date each year as the Rider Date with the first Rider Anniversary being one year from the Rider Date.

Rider ³[Quarter]: a ⁴[three-month] period with the first Rider ³[Quarter] beginning on the Rider Date.

Rider Year: each consecutive 12-month period from the Rider Date.

Stored Income Balance: the amount that may be withdrawn after the First Withdrawal Date without causing a loss to the Income Benefit Base.

Stored Income Period: the period beginning on the Rider Date if the Owner is at least age ⁵[50], otherwise, the date of the Rider Anniversary on or after the Owner's ⁵[50th] birthday, ending on the Annuity Commencement Date. The Stored Income Period ends on the Annuity Commencement Date.

THE RIDER BENEFIT

This rider guarantees an amount up to which the Owner may withdraw each Rider Year beginning on the First Withdrawal Date as long as the requirements of this rider are met. The guaranteed annual amount available for withdrawal is known as the Annual Income Amount. It is first added to the Stored Income Balance at the beginning of the Stored Income Period and then on each Rider Anniversary. It may be increased as described in the Step-Up Feature section below. Any portion of the Stored Income Balance not withdrawn in a Rider Year remains available for future withdrawals.

How the Income Benefit Base is Determined

If the Rider Date is before the first Account Anniversary, the Income Benefit Base on the Rider Date is equal to the sum of all Purchase Payments made. If the Rider Date is on or after the first Account Anniversary, the Income Benefit Base on the Rider Date is equal to the Account Value. After the Rider Date, the Income Benefit Base is:

- increased by any step-ups as described in the Step-Up Feature section below;
- increased to the extent the One-time Option is used for any amount of the Stored Income Balance to increase your Income Benefit Base;
- increased by any subsequent Purchase Payments made during the ⁶[first year] following the Rider Date;
- decreased following any Early Withdrawals; and
- decreased following any Excess Withdrawals.

If the Account Value is equal to zero for any reason other than upon an Early Withdrawal or Excess Withdrawal and the Income Benefit Base is greater than zero, then the Owner may choose to receive annual payments equal to the Lifetime Income Percentage multiplied by the Income Benefit Base. Prior to determining these annual payments, the Owner may choose to increase the Income Benefit Base by any remaining Stored Income Balance as described below. These annual payments will continue for as long as the Owner lives. If the Owner elected joint-life coverage, these annual payments will continue as long as either the Owner or their spouse lives.

How the Annual Income Amount is Determined

The Annual Income Amount is first determined when the Stored Income Period begins and then on each subsequent Rider Anniversary. The Annual Income Amount equals the Lifetime Income Percentage multiplied by the Income Benefit Base. The Lifetime Income Percentage is determined based on the Owner's attained age on the date the Stored Income Period begins in accordance with the following table:

Owner's Age	Lifetime Income Percentage
⁷ [50 - 64	[4%
65 – 79	5%
80 and older]	6%]

The Annual Income Amount will be reset to equal the Lifetime Income Percentage multiplied by the Income Benefit Base on the valuation day of any change to the Income Benefit Base as described above.

If a step-up occurs as described in the Step-Up Feature section below, then the Lifetime Income Percentage will be that percentage which coincides with the attained age of the Owner at the time of step-up.

How the Stored Income Balance is Determined

At the beginning of the Stored Income Period, the Stored Income Balance equals the Annual Income Amount. After the initial Stored Income Balance has been set, the Stored Income Balance is:

- increased by any subsequent Purchase Payments made during the first year following the Rider Date multiplied by the Lifetime Income Percentage;
- increased on each Rider Anniversary by the Annual Income Amount determined on that Anniversary;
- decreased by the amount of any withdrawals taken on or after the First Withdrawal Date, up to the amount of the Stored Income Balance;
- decreased by the amount used to effect the One-time Option to increase the Income Benefit Base;
- decreased to zero if an Excess Withdrawal is taken; and
- decreased in the same proportion as the amount withdrawn reduces the Account Value if an Early Withdrawal is taken.

The Owner may withdraw all or a portion of the Stored Income Balance through partial withdrawals or use all or a portion of the Stored Income Balance to effect the One-time Option to increase the Income Benefit Base.

Withdrawals from the Stored Income Balance can be taken at any time after the First Withdrawal Date without affecting the Income Benefit Base. If the Owner makes a withdrawal after the First Withdrawal Date that does not exceed the Stored Income Balance, then at any time prior to the Annuity Commencement Date:

- the Stored Income Balance will be decreased by the amount withdrawn; and
- the withdrawal will not be subject to any Contract surrender charges.

Any unused portion of the Stored Income Balance remains available for future withdrawals.

One-time Option

The One-time Option allows the Owner to use all or a portion of the Stored Income Balance to increase the Income Benefit Base. This option may be exercised only once and must occur prior to the Annuity Commencement Date. If the Owner elects to use any Stored Income Balance to increase the Income Benefit Base, then:

- the Stored Income Balance will be decreased by the amount used;
- the Income Benefit Base will be increased by the amount of the Stored Income Balance used, and
- the Annual Income Amount will be reset on the next Rider Anniversary to the Lifetime Income Percentage multiplied by the new Income Benefit Base.

Purchase Payments

Additional Purchase Payments may NOT be made after the ⁶[first year] following the Rider Date.

Withdrawals

Withdrawals taken prior to the First Withdrawal Date will be subject to withdrawal charges if they exceed the Contract free withdrawal amount. On or after the First Withdrawal Date, withdrawals taken under this rider will not be subject to withdrawal charges unless they exceed the greatest of the Contract free

withdrawal amount, the Stored Income Balance, or any minimum distribution amount required under the Internal Revenue Code.

Withdrawals taken on or after the First Withdrawal Date that do not exceed the Stored Income Balance will not reduce the Income Benefit Base. These withdrawals will reduce the Stored Income Balance by the amount of the withdrawals.

Early Withdrawals

When a withdrawal is taken before the First Withdrawal Date, the Stored Income Balance and the Income Benefit Base will each be reduced in the same proportion as the amount withdrawn reduces the Account Value. Early Withdrawals will be subject to withdrawal charges to the extent that such withdrawals exceed the Contract free withdrawal amount.

Excess Withdrawals

Withdrawals taken on or after the First Withdrawal Date that exceed the Stored Income Balance will reduce the Stored Income Balance to zero. These withdrawals will reduce the Income Benefit Base in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Stored Income Balance or required minimum distribution amount, if higher.

If the Account Value equals zero as a result of an Early Withdrawal or Excess Withdrawal, then the Stored Income Balance and the Income Benefit Base will be reduced to equal zero and the Contract and this rider will be cancelled.

Currently, any withdrawal in excess of the Stored Income Balance that is taken to satisfy IRS required minimum distributions will not be treated as an Excess Withdrawal, and will not reduce the Income Benefit Base. However, if there is any material change to the current Internal Revenue Code and IRS regulations and guidelines governing the timing or determination of required minimum distribution amounts, then the Company reserves the right to treat any withdrawal greater than the Stored Income Balance as an Excess Withdrawal, which may significantly reduce the Income Benefit Base.

Rider Fee

While this rider is in effect, a fee will be deducted from the Account Value on the last valuation day of each Rider ³[Quarter]. The rider fee is equal to the rider fee rate multiplied by the Fee Base on the last valuation day of each Rider ³[Quarter].

During the first Rider Year, the Fee Base is equal to the Income Benefit Base. On each Rider Anniversary, the Fee Base is reset to equal the Income Benefit Base plus the Stored Income Balance (if any) less the Annual Income Amount for that Rider Year, if this reset amount is higher than the current Fee Base.

If any subsequent Purchase Payments are made during the ⁶[first year] following the Rider Date, then the Fee Base will increase by the amount of the Purchase Payment on the date it is received.

If an Excess Withdrawal is taken, then the Fee Base on that date will be reduced in the same proportion as the Account Value is reduced by the amount of the Excess Withdrawal that exceeds the Stored Income Balance.

If an Early Withdrawal is taken, then the Fee Base on that date will be reduced in the same proportion as the amount withdrawn reduces the Account Value.

The rider fee will continue to be deducted until the earliest of the Annuity Commencement Date, the Rider ³[Quarter] on or next following the date the Account Value equals zero, or upon cancellation of this rider.

Step-Up Feature

On each Rider Anniversary prior to the Stored Income Period, if the Account Value is greater than the Income Benefit Base, then the Company will step-up (increase) the Income Benefit Base to an amount equal to the Account Value.

On each Rider Anniversary during the Stored Income Period, if the Account Value minus the Stored Income Balance is greater than the Income Benefit Base, then the Company will step-up (increase) the Income Benefit Base to an amount equal to the Account Value minus the Stored Income Balance.

After the step-up, the Annual Income Amount will be set equal to the Lifetime Income Percentage multiplied by the new Income Benefit Base. The Lifetime Income Percentage will be that percentage which coincides with the attained age of the Owner at the time of step-up in accordance with the table shown in the section titled How the Annual Income Amount is Determined.

The Company retains the right to increase the rider fee rate at the time of step-up. Any step-up will automatically occur unless a rider fee rate increase is applicable. If a rider fee rate increase is applicable, then the Company will send advance notice to the Owner. The Owner's prior written consent to accept the higher rider fee rate increase must be received by the Company before a step-up will occur.

A step-up will not be allowed if the Account Value is greater than ⁸[\$5,000,000]. For purposes of determining the ⁸[\$5,000,000] limit, the Company reserves the right to aggregate Account Value with the account values of all other variable annuity Contracts owned by the Owner that have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates.

Designated Funds

While this rider is in effect, the entire Account Value must be allocated to one or more of the Designated Funds. The value of the Designated Funds will be automatically rebalanced at the end of each Account Quarter to the then current allocation percentages elected by the Owner.

The Company reserves the right to change the available Designated Funds on new and existing Contracts and to limit the percentages that may be allocated to the Designated Funds. Unless otherwise provided, any time there is a change in the Designated Funds, the Account Value will remain in the previously available Designated Funds. However, any future transfers or Purchase Payments may only be allocated to the Designated Funds then available. In the event of step-up, the Company reserves the right to require that all Account Values be allocated to the Designated Funds then available at the time of step-up. Any transfer or allocation of Purchase Payments other than to a Designated Fund will result in cancellation of this rider.

Single Life and Joint-Life Coverage

The Owner has the option of electing this rider with single-life coverage or, for a higher rider fee rate, with joint-life coverage. Joint-life coverage is available only if the Owner and sole primary Beneficiary are spouses. If joint-life is elected then the term Owner refers to the younger spouse. Joint-life coverage can be elected on an individually-owned Contract or on a co-owned Contract. A co-owned Contract must be owned by spouses. Single-life coverage provides an Annual Income Amount for as long as all Owners are alive. Joint-life coverage provides an Annual Income Amount for as long as either the Owner or the Owner's spouse is alive. If joint-life coverage is elected, the benefits made available under this rider are based on the age of the younger spouse.

Either single-life or joint-life coverage must be elected no later than the Rider Date. Once elected, the Owner may not switch between single-life and joint-life coverage. With respect to joint-life coverage, should the Owner's spouse (as of the Rider Date) cease to be the sole primary Beneficiary under the

Contract, then joint-life coverage will automatically convert to single-life coverage. Under these circumstances, the higher fee associated with joint-life coverage will continue to be assessed, and all rider benefits will continue to be based on the age of the younger spouse.

Death of Owner

If single-life coverage was selected, at the death of any Owner, then this rider terminates and the Beneficiary may elect to exercise any of the available options under the Death Benefit provisions of the Contract. Alternatively, if the surviving spouse is the sole primary Beneficiary and elects to continue the Contract (spousal continuation), then the spouse has the additional option of electing a new rider on the original Contract assuming that the rider is available at the time of election. If the surviving spouse makes such election then:

- the new Account Value will be the greater of the Stored Income Balance on the original Contract or the Death Benefit;
- the rider fee rate will be the then current rider fee rate on that date;
- the new Income Benefit Base will be equal to the Account Value after any Death Benefit is credited;
- the Stored Income Balance will be set to zero; and
- upon death of the surviving spouse, this rider ends.

If joint-life coverage was selected and one of the Owners dies, this rider will continue, provided that the surviving spouse, as the sole primary beneficiary, continues the Contract (spousal continuation). Then:

- the new Account Value will be the Death Benefit;
- the rider fee rate applicable immediately prior to the Owner's death will continue to the surviving spouse;
- the Stored Income Balance will remain unchanged;
- the Income Benefit Base will remain unchanged until the next Rider Anniversary when a step-up could apply due to an increase in Account Value. See the Step-Up Feature section above; and
- all benefits continue to be based on the age of the younger spouse; and
- upon death of the surviving spouse, this rider ends.

Alternatively, the surviving spouse may choose to take any available option under the Death Benefit provisions of the Contract, and the Contract and this rider will both end.

In all cases, the Company will not permit a Beneficiary to make any election that would adversely affect the treatment of the Contract as an annuity contract under the Code.

What Happens on the Annuity Commencement Date

If the Account Value is greater than zero on the Annuity Commencement Date, the Owner may elect to:

1. surrender the Contract and receive the greater of the Cash Surrender Value or the Stored Income Balance; or
2. annuitize the Account Value under one of the then currently available Annuity Options; or
3. receive any remaining Stored Income Balance in a single sum and annuitize the remaining Account Value as a single-life annuity (or a joint-life annuity, if joint-life coverage was elected on the Rider Date) with an annualized annuity payment of not less than the Lifetime Income Percentage multiplied by the Income Benefit Base that would have been payable immediately prior to the Annuity Commencement Date.

If no election is made, then the Company will default to the third option described above.

If the Account Value is equal to zero and the Income Benefit Base is greater than zero on or before the maximum Annuity Commencement Date, then the Owner will receive the full Annual Income Amount until the Owner's death.

All other Contract benefits, including death benefits, terminate on the Annuity Commencement Date.

Cancellation of this Rider

Cancellation of this rider will occur upon the earliest of:

- the date we approve the Owner's request to cancel this rider;
- the date any Purchase Payment is allocated to other than a Designated Fund;
- the date any portion of Account Value maintained in a Designated Fund is transferred to other than a Designated Fund;
- a change of ownership of the Contract;
- the date the Income Benefit Base equals zero as a result of an Early Withdrawal or Excess Withdrawal;
- the Annuity Commencement Date under the Contract; or
- termination of the Contract.



[Westley V. Thompson], [President]

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)

¹[Sun Income Riser]

Guaranteed Minimum Withdrawal Benefit Rider

This rider is made part of the Contract to which it is attached and is effective on the Rider Date as shown on the Contract Specifications. Except as stated in this rider, it is subject to the provisions contained in the Contract.

DEFINITIONS

Account: the Accumulation Account as set forth in the Contract section titled Contract Values During Accumulation Period.

Account Value: the Accumulation Account Value as set forth in the Contract section titled Contract Values During Accumulation Period.

Annual Withdrawal Amount: an annual dollar amount calculated as a percentage of the Withdrawal Benefit Base beginning on the Coverage Date.

Bonus Base: the amount used to calculate any bonus amounts during the Bonus Period.

Bonus Period: a ²[ten] year period beginning on the Rider Date.

Coverage Date: the Rider Date if the Owner is at least age ³[59] on the Rider Date, otherwise the first Rider Anniversary after the Owner attains age ³[59].

Designated Funds: any Sub-account or Fixed Account that the Company makes available for use with this rider.

Early Withdrawal: any withdrawal taken prior to the Coverage Date.

Excess Withdrawal: any withdrawal taken after the Coverage Date that exceeds the Annual Withdrawal Amount or the required minimum distribution amount, if higher.

Lifetime Withdrawal Percentage: a percentage that is initially determined based on the Owner's attained age at the time of the first withdrawal on or after the Coverage Date.

Owner: except as otherwise specifically noted under the Single Life and Joint-Life Coverage section below, the term Owner refers to the oldest Owner; in the case of a non-natural Owner, the term Owner refers to the oldest Annuitant.

Rider Anniversary: the same date each year as the Rider Date with the first Rider Anniversary being one year from the Rider Date.

Rider ⁴[Quarter]: a ⁵[three-month] period with the first Rider ⁴[Quarter] beginning on the Rider Date.

Rider Year: each consecutive 12-month period from the Rider Date.

Withdrawal Benefit Base: the amount used to calculate the Annual Withdrawal Amount and the rider fee.

THE RIDER BENEFIT

This rider guarantees an amount up to which the Owner may withdraw each year as long as the requirements of this rider are met. The guaranteed annual amount available for withdrawal is known as the Annual Withdrawal Amount and is described below.

How the Annual Withdrawal Amount is Determined

The Annual Withdrawal Amount is first determined when the first withdrawal is taken after the Coverage Date and then on each subsequent Rider Anniversary. The Annual Withdrawal Amount equals the Lifetime Withdrawal Percentage multiplied by the Withdrawal Benefit Base. The Lifetime Withdrawal Percentage is determined based on the Owner's attained age in accordance with the following table:

Owner's Age	Lifetime Withdrawal Percentage
⁶ [59 - 64	[4%
65 – 79	5%
80 and older]	6%]

If a step-up occurs as described in the Step-Up Feature section below, then the Lifetime Withdrawal Percentage will be that percentage which coincides with the attained age of the Owner at the time of step-up.

The Annual Withdrawal Amounts are not cumulative. If less than the Annual Withdrawal Amount is withdrawn in any one Rider Year, then the unused portion of the Annual Withdrawal Amount may not be added to withdrawals made in future Rider Years.

How the Withdrawal Benefit Base is Determined

If the Rider Date is before the first Account Anniversary, the Withdrawal Benefit Base on the Rider Date is equal to the sum of all Purchase Payments made. If the Rider Date is on or after the first Account Anniversary, the Withdrawal Benefit Base on the Rider Date is equal to the Account Value. After the Rider Date, the Withdrawal Benefit Base is:

- increased by any step-ups as described in the Step-Up Feature section below;
- increased by any subsequent Purchase Payments made during the ⁷[first year] following the Rider Date;
- increased by the amount of any bonus;
- decreased following any Early Withdrawals; and
- decreased following any Excess Withdrawals.

If the Account Value is equal to zero for any reason other than upon an Early Withdrawal or Excess Withdrawal and the Withdrawal Benefit Base is greater than zero, then the Withdrawal Benefit Base will not be reduced. The Contract will then terminate and the Owner will receive annual payments equal to the Lifetime Withdrawal Percentage multiplied by the amount of the Withdrawal Benefit Base.

These payments will continue for as long as the Owner lives. If the Owner elected joint-life coverage, these payments will continue as long as either the Owner or their spouse lives.

Purchase Payments

Additional Purchase Payments may NOT be made after the ⁷[first year] following the Rider Date.

Withdrawals

All withdrawals will reduce the Account Value and are subject to withdrawal charges if they are in excess of the greatest of the Annual Withdrawal Amount, the Contract free withdrawal amount or any minimum distribution amount required under the Internal Revenue Code.

Early Withdrawals

Early Withdrawals will reduce the Bonus Base, the Withdrawal Benefit Base, and the Account Value. When an Early Withdrawal is taken, the Bonus Base and the Withdrawal Benefit Base will each be reduced in the same proportion as the amount withdrawn reduces the Account Value. The new Bonus Base and the new Withdrawal Benefit Base will be set on the date of the withdrawal.

Excess Withdrawals

Excess Withdrawals will reduce the Bonus Base and the Withdrawal Benefit Base in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Annual Withdrawal Amount or the required minimum distribution amount, if higher. At the time of Excess Withdrawal, the Annual Withdrawal Amount is set to zero for the remainder of that Rider Year.

If the Account Value is equal to zero due to an Early Withdrawal or Excess Withdrawal, the Contract and this rider will be cancelled.

Withdrawals that do not exceed the Annual Withdrawal Amount in a Rider Year will not reduce the Bonus Base or Withdrawal Benefit Base.

Currently, any withdrawal in excess of the Annual Withdrawal Amount that is taken to satisfy IRS required minimum distributions will not be treated as an Excess Withdrawal, and will not reduce the Withdrawal Benefit Base. However, if there is any material change to the current Internal Revenue Code and IRS regulations and guidelines governing the timing or determination of required minimum distribution amounts, then the Company reserves the right to treat any withdrawal greater than the Annual Withdrawal Amount as an Excess Withdrawal, which may significantly reduce the Withdrawal Benefit Base.

Rider Fee

While this rider is in effect, a fee will be deducted from the Account Value on the last valuation day of each Rider ⁴[Quarter]. The rider fee is equal to the rider fee rate multiplied by the Withdrawal Benefit Base on the last valuation day of each Rider ⁴[Quarter].

If any subsequent Purchase Payments are made during the ⁷[first year] following the Rider Date, then the Withdrawal Benefit Base will increase by the amount of the Purchase Payment on the date it is received. The Withdrawal Benefit Base will be increased by any applicable Bonus Amounts as described in the Bonus Feature section below.

If an Excess Withdrawal is taken, then the Withdrawal Benefit Base on that date will be reduced in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Annual Withdrawal Amount.

If an Early Withdrawal is taken, then the Withdrawal Benefit Base on that date will be reduced in the same proportion as the amount withdrawn reduces the Account Value.

The rider fee will continue to be deducted until the earliest of the Annuity Commencement Date, the Rider ⁴[Quarter] on or next following the date the Account Value equals zero, or upon cancellation of this rider.

Bonus Feature

The Bonus Base is equal to the Withdrawal Benefit Base on the Rider Date and is increased for additional Purchase Payments and step-up amounts, and decreased for Early Withdrawals and Excess Withdrawals. If a withdrawal is not taken in any Rider Year during the Bonus Period, then a bonus amount equal to ⁸[6%] of the Bonus Base will be added to the Withdrawal Benefit Base at the ⁹[end of that Rider Year]. However, if this amount is less than the step-up amount the Owner would receive as described in the Step-Up Feature section below, then the Withdrawal Benefit Base will instead be increased by the step-up amount.

When a step-up occurs during the Bonus Period, the current Bonus Period ends and a new Bonus Period starts on the date of such step-up.

If a withdrawal is taken in any Rider Year during the Bonus Period, then a bonus amount will not be added to the Withdrawal Benefit Base during that year.

Step-Up Feature

On each Rider Anniversary during the Bonus Period, if the Account Value is greater than the Withdrawal Benefit Base, then the Company will step-up (increase) the Withdrawal Benefit Base and the Bonus Base to an amount equal to the Account Value. In a Rider Year during the Bonus Period that a withdrawal is not taken, if the amount of step-up is less than ¹⁰[6%] of the Bonus Base, a step-up will not apply. Instead the Withdrawal Benefit Base will be increased as described in the Bonus Feature section.

On each Rider Anniversary after the Bonus Period and prior to the Annuity Commencement Date, if the Account Value is greater than the Withdrawal Benefit Base, then the Company will step-up (increase) the Withdrawal Benefit Base to an amount equal to the Account Value.

After a step-up, the Annual Withdrawal Amount will be equal to the Lifetime Withdrawal Percentage multiplied by the new Withdrawal Benefit Base. The Lifetime Withdrawal Percentage will be that percentage which coincides with the attained age of the Owner at the time of step-up in accordance with the table shown in the section titled How the Annual Withdrawal Amount is Determined.

The Company retains the right to increase the rider fee rate at the time of step-up. Any step-up will automatically occur unless a rider fee rate increase is applicable. If a rider fee rate increase is applicable, then the Company will send advance notice to the Owner. The Owner's prior written consent to accept the higher rider fee rate increase must be received by the Company before a step-up will occur.

A step-up will not be allowed if the Account Value is greater than ¹¹[\$5,000,000]. For purposes of determining the ¹¹[\$5,000,000] limit, the Company reserves the right to aggregate Account Value with the account values of all other variable annuity Contracts owned by the Owner that have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates.

Designated Funds

While this rider is in effect, the entire Account Value must be allocated to one or more of the Designated Funds. The value of the Designated Funds will be automatically rebalanced at the end of each Rider ⁴[Quarter] to the allocation percentages elected by the Owner.

The Company reserves the right to change the available Designated Funds on new and existing Contracts and to limit the percentages that may be allocated to the Designated Funds. Unless otherwise provided, any time there is a change in the Designated Funds, the Account Value will remain in the previously available Designated Funds. However, any future transfers or Purchase Payments may only be allocated to the Designated Funds then available. In the event of step-up, the Company reserves the right to require that all Account Values be allocated to the Designated Funds then available at the time of

step-up. Any transfer or allocation of Purchase Payments other than to a Designated Fund will result in cancellation of this rider.

Single Life and Joint-Life Coverage

The Owner has the option of electing this rider with single-life coverage or, for a higher rider fee rate, with joint-life coverage. Joint-life coverage is available only if the Owner and sole primary Beneficiary are spouses. If joint-life is elected then the term Owner refers to the younger spouse. Joint-life coverage can be elected on an individually-owned Contract or on a co-owned Contract. A co-owned Contract must be owned by spouses. Single-life coverage provides an Annual Withdrawal Amount for as long as all Owners are alive. Joint-life coverage provides an Annual Withdrawal Amount for as long as either the Owner or the Owner's spouse is alive. If joint-life coverage is elected, the benefits made available under this rider are based on the age of the younger spouse.

Either single-life or joint-life coverage must be elected no later than the Rider Date. Once elected, the Owner may not switch between single-life and joint-life coverage. With respect to joint-life coverage, should the Owner's spouse (as of the Rider Date) cease to be the sole primary Beneficiary under the Contract, then joint-life coverage will automatically convert to single-life coverage. Under these circumstances, the higher fee associated with joint-life coverage will continue to be assessed, and all rider benefits will continue to be based on the age of the younger spouse.

Death of Owner

If single-life coverage was selected, at the death of any Owner, then this rider terminates and the Beneficiary may elect to exercise any of the available options under the Death Benefit provisions of the Contract. Alternatively, if the surviving spouse is the sole primary Beneficiary and elects to continue the Contract (spousal continuation), then the spouse may have the additional option of electing a new rider on the original Contract assuming that the rider is available at the time of election. If the surviving spouse makes such election then:

- the new Account Value will be set equal to the Death Benefit;
- the rider fee rate will be the then current rider fee rate on that date;
- the new Withdrawal Benefit Base and Bonus Base will be equal to the Account Value after any Death Benefit is credited;
- a new Bonus Period begins; and
- upon death of the surviving spouse, this rider ends.

If joint-life coverage was selected and one of the Owners dies, then this rider will continue, provided that the surviving spouse, as the sole primary beneficiary, continues the Contract (spousal continuation). In such case:

- the new Account Value will be the Death Benefit;
- the rider fee rate applicable immediately prior to the Owner's death will continue to the surviving spouse;
- the Withdrawal Benefit Base and Bonus Base will remain unchanged until the next Rider Anniversary when a step-up could apply due to an increase in Account Value. See the Step-Up Feature section above;
- the Bonus Period will continue and remain unchanged;
- if withdrawals have not yet been taken, the Lifetime Withdrawal Percentage will be based on the age the younger spouse attains (or would have attained) on the date of the first withdrawal after the Coverage Date;
- if withdrawals have already been taken, the Lifetime Withdrawal Percentage will not change; and
- upon death of the surviving spouse, this rider ends.

Alternatively, the surviving spouse may choose to take any available option under the Death Benefit provisions of the Contract, and the Contract and this rider will both end.

In all cases, the Company will not permit a Beneficiary to make any election that would adversely affect the treatment of the Contract as an annuity contract under the Code.

What Happens on the Annuity Commencement Date

If the Account Value is greater than zero on the Annuity Commencement Date, then the Owner may elect to:

1. surrender the Contract and receive the Cash Surrender Value;
2. annuitize the Account Value under one of the then currently available Annuity Options; or
3. annuitize the Account Value as a single-life annuity (or a joint-life annuity, if joint-life coverage was elected on the Rider Date) with an annualized annuity payment of not less than the Annual Withdrawal Amount that would have been payable immediately prior to the maximum Annuity Commencement Date.

If no election is made, then the Company will default to the third option described above.

If the Account Value is equal to zero for any reason other than upon an Early Withdrawal or Excess Withdrawal and the Withdrawal Benefit Base is greater than zero on or before the Annuity Commencement Date, then the Owner will receive annual payments equal to the full Annual Withdrawal Amount until the Owner's death.

All other Contract benefits, including death benefits, terminate on the Annuity Commencement Date.

Cancellation of this Rider

Cancellation of this rider will occur upon the earliest of:

- the date we approve the Owner's request to cancel this rider;
- the date a Purchase Payment is allocated other than to a Designated Fund;
- the date any portion of the Account Value allocated in a Designated Fund is transferred other than to a Designated Fund;
- the date the Withdrawal Benefit Base equals zero as a result of an Early Withdrawal or Excess Withdrawal;
- a change of ownership of the Contract;
- the Annuity Commencement Date under the Contract; or
- termination of the Contract.

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[Westley V. Thompson], [President]

CONTRACT SPECIFICATIONS

Contract Number	¹ [86-8600-123456]	
Contract Type	² [Non Qualified or Qualified plan under IRS code section 401, 403(b) or 408A]	
Owner / Annuitant	³ [John J. Doe – Owner] ⁴ [Mary J. Doe – Annuitant ⁵ [and Covered Person]	
Age of Owner	⁶ [35]	
Age of Youngest Annuitant	⁷ [35]	
Covered Person	Owner, unless indicated otherwise above	
Date of Coverage	⁸ [February 1, 2002]	
Contract Anniversary Date	⁹ [February 1, 2003]	
Initial Purchase Payment	¹⁰ [\$100,000]	
Minimum Initial Purchase Payment	¹¹ [\$10,000 or if IRA \$5,000]	
Minimum Additional Payment	\$ 1,000	
Maximum Purchase Payment (without prior approval of the Company)	Any purchase payment that would <i>not</i> cause Account Value to exceed \$2,000,000	
Purchase Payment Interest	¹² [OPTION A]	
During first Account Year	¹³ [2% of any Net Payment]	
Each Five-Year Anniversary	¹⁴ [2% of Owner's Account Value] ¹⁵ [OPTION B] ¹⁶ [5% of each Purchase Payment]	
Beneficiary (Relationship)	¹⁷ [Susan J. Doe (Daughter)]	
Annuity Commencement Date	¹⁸ [July 1, 2061]	
Annuity Option	Deferred	
Minimum Annuity Purchase Amount	\$2,000	
Minimum Initial Annuity Payment Amount	\$20	
Account Fee After Annuity Commencement Date	\$50	
Account Fee	\$50	
Maximum Account Fee	\$50	
Minimum Account Value for Waiver of Account Fee	\$100,000	
Withdrawal Charges	<u>Number of Complete Account Years from time of Payment</u>	<u>Withdrawal Charges</u>
	0-1	8%
	1-2	8%
	2-3	7%
	3-4	6%
	4-5	5%
	5-6	4%
	6-7	3%
	7+	0%
Free Withdrawal Amount	During the first Account Year: (a) After the first Account Anniversary, the greater of (a) and (b).	

(a) 10% of new Purchase Payments, irrespective of whether such new Payments have been previously liquidated.
 (b) The Contract's "earnings" to date minus any free withdrawal amounts previously taken. "Earnings" is defined as the Owner's Account Value on the day prior to the day we receive the withdrawal request, plus all withdrawals and charges previously taken, minus all Purchase Payments.

Initial Guarantee Period(s)	¹⁹ [1 Year]	
Guaranteed Interest Rate	²⁰ [4.5%]	
Minimum Guarantee Period Amount	\$1,000	
Minimum Guarantee Interest Rate	²¹ [1%]	
Market Value Adjustment ("b" Factor)	²² [0%]	Maximum 0.25%
Current Fee Per Transfer	²³ [\$0]	
Maximum Fee Per Transfer	\$15	
Maximum Number of Transfers per Year	12	
Minimum Transfer Amount	\$1,000	
Minimum Remaining in Sub-Account after Transfer	\$1,000	

Summary of Asset Charges

Annual Asset Charges

	Current	Maximum*
Basic Annual Asset Charge:	^{23.1} [1.70%]	²⁴ [1.70%]
²⁵ [Optional Death Benefit Charge:]	+ ²⁶ [0.20%]	+ ²⁷ [0.40%]
Total Annual Asset Charges:	= ²⁸ [1.90%]	= ²⁹ [2.10%]

Total Annual Asset Charge After Annuity Commencement Date: ³⁰[1.70%]

*The current Annual Asset Charge is guaranteed for ³¹[seven] Account Years. Thereafter, the Annual Asset Charge may be increased, but not beyond the maximum percentage shown.

During the Accumulation Period, if Purchase Payments exceed \$1 million, or the Accumulation Account Value exceeds \$1 million on the Account Anniversary, 0.15% of the Accumulation Account Value will be credited to the Owner's Account on the Account Anniversary. The credit will be applied each year thereafter on the Account Anniversary.

³²[Optional Living Benefit Rider Fee:]

³³[Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the ³⁴[last] Valuation Day ³⁶[0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the ³⁷[First] Account Anniversary as described in the Rider attached to your Contract.]

of an ³⁵[Account Quarter].

³⁸[Retirement Asset Protector
In addition to the above stated
Annual Asset Charges this fee will be
assessed on the ³⁴[last] Valuation Day
of an ³⁵[Account Quarter].

³⁹[0.1875%] x Retirement Asset Protector Benefit Base,
each ³⁵[Account Quarter.]]

⁴⁰[Retirement Income Escalator II
Rider Fee Rate

⁴¹[0.2375% for single life] ⁴²[0.2875% for joint life]]

⁴³[Income ON Demand II
Rider Fee Rate

⁴⁴[0.1625% for single life] ⁴⁵[0.2875% for joint life]]

⁴⁶[Income ON Demand II Plus
Rider Fee Rate

⁴⁷[0.2375% for single life] ⁴⁸[0.2875% for joint life]]

⁴⁹[Income ON Demand II Escalator
Rider Fee Rate

⁵⁰[0.2375% for single life] ⁵¹[0.2875% for joint life]]

^{51.1}[Sun Income Riser
Rider Fee Rate

^{51.2}[0.275% for single life] ^{51.3}[0.325% for joint life]]

^{51.4}[Income ON Demand III Escalator
Rider Fee Rate

^{51.5}[0.275% for single life] ^{51.6}[0.325% for joint life]]

Basic Death Benefit

⁵²[The greatest of 1, 2 or 3 shown in the “Amount of Death
Benefit” provision]

Optional Living Benefits

⁵³[Not Elected]

⁵⁴[Secured Returns for Life Plus

See description in Secured Returns for Life Plus Rider
attached to the Contract.]

⁵⁵[Retirement Asset Protector

See description in Retirement Asset Protector Rider
attached to the Contract.]

⁵⁶[Retirement Income Escalator II
Rider Date:

Month Day, Year]

⁵⁷[Income ON Demand II
Rider Date:

Month Day, Year]

⁵⁸[Income ON Demand II Plus
Rider Date:

Month Day, Year]

⁵⁹[Income ON Demand II Escalator
Rider Date:

Month Day, Year]

^{59.1}[Sun Income Riser
Rider Date:

Month Day, Year]

^{59.2}[Income ON Demand III Escalator

Rider Date:

Month Day, Year]

Optional Death Benefit

⁶⁰[Not Elected].

⁶¹[Maximum Account Anniversary Value Benefit (“MAV”)]

The greater of the Basic Death Benefit and the highest Owner’s Account Value on any Account Anniversary prior to the Covered Person’s 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.]

⁶²[5% Minimum Guarantee Benefit (“5% MB”)]

The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.]

⁶³[Earnings Enhancement Benefit Premier (“EEB Premier”)]

The Basic Death Benefit plus
If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount.

What are adjusted Purchase Payments?

Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.

* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)]

⁶⁴[Earnings Enhancement Benefit

The Basic Death Benefit plus

Premier Plus (“EEB Premier Plus”) If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.
Or
If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier Plus amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.

*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶⁵[Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit (“EEB Premier with MAV”)]

The greater of the Basic Death Benefit and the highest Owner’s Account Value on any Account Anniversary prior to the Covered Person’s 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date (“MAV”)

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount.

What are Adjusted Purchase

Adjusted Purchase Payments are Net Purchase Payments

Payments?

that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶⁶[Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit (“EEB Premier with 5% MB”)]

The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:

Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier (“5% MB”)

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value (before any adjustment for the (“5%MB”) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value (before any adjustment for the (“5%MB”) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶⁷[What benefit is payable under any Optional Death Benefit in the event the Covered Person’s spouse chooses to continue the Contract after the Covered Person’s death?

If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person’s death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner’s Account Value as of the Death Benefit Date.

Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.]

Build Your Portfolio Investment Options:

⁶⁸[*AllianceBernstein VPS Balanced Wealth Strategy Portfolio
 AllianceBernstein VPS International Growth Fund
 *BlackRock Global Allocation VI Fund
 Columbia Marsico 21st Century Fund, Variable Series
 Columbia Marsico Growth Fund, Variable Series
 Columbia Marsico International Opportunities Fund, Variable Series
 *Fidelity VIP Balanced Portfolio
 Fidelity VIP Contrafund Portfolio
 *Fidelity VIP Freedom 2015 Portfolio
 *Fidelity VIP Freedom 2020 Portfolio
 Fidelity VIP Mid Cap Portfolio
 First Eagle Overseas Variable Fund
 Franklin Income Securities Fund
 Franklin Small Cap Value Securities Fund
 Franklin Strategic Income Securities Fund
 Lazard Retirement Emerging Markets Equity Portfolio
 Lord Abbett Series All Value Portfolio
 Lord Abbett Series Fund Growth Opportunities Portfolio
 MFS Bond Portfolio
 MFS Core Equity Portfolio
 MFS Emerging Markets Portfolio
 MFS Government Securities Portfolio
 MFS International Growth Portfolio
 MFS International Value Portfolio
 MFS Research International Portfolio
 *MFS Total Return Portfolio
 MFS Utilities Portfolio
 MFS Value Portfolio
 Mutual Shares Securities Fund
 Oppenheimer Capital Appreciation Fund/VA
 Oppenheimer Global Securities Fund/VA
 PIMCO VIT CommodityRealReturn Strategy Portfolio
 PIMCO VIT Global Multi-Asset Portfolio Advisor Class
 PIMCO VIT Emerging Markets Bond Portfolio
 SC AIM Small Cap Growth Fund
 SC AllianceBernstein International Value Fund
 SC BlackRock Inflation Protected Bond Fund

Choose Your Portfolio Investment Options:

⁶⁹[AllianceBernstein VPS Balanced Wealth Strategy Portfolio
 BlackRock Global Allocation VI Fund
 Fidelity VIP Balanced Portfolio
 Fidelity VIP Freedom 2015 Portfolio
 Fidelity VIP Freedom 2020 Portfolio
 MFS Total Return Portfolio
 SC Ibbotson Balanced Fund
 SC Ibbotson Growth Fund
 SC Ibbotson Moderate Fund
 Van Kampen's UIF Equity and Income Portfolio]

SC Davis Venture Value Fund
SC Dreman Small Cap Value Fund
SC Goldman Sachs Mid Cap Value Fund
SC Goldman Sachs Short Duration Fund
*SC Ibbotson Moderate Fund
*SC Ibbotson Balanced Fund
*SC Ibbotson Growth Fund
SC Lord Abbett Growth & Income Fund
SC Oppenheimer Large Cap Core Fund
SC Oppenheimer Main Street Small Cap Fund
SC PIMCO High Yield Fund
SC PIMCO Total Return Fund
SC WMC Blue Chip Mid Cap Fund
SC WMC Large Cap Growth Fund
Sun Capital Global Real Estate Fund
Sun Capital Investment Grade Bond Fund
Sun Capital Money Market Fund
Templeton Growth Securities Fund
Van Kampen LIT Comstock
*Van Kampen's UIF Equity & Income Portfolio
Van Kampen's UIF Mid Cap Growth Portfolio
Van Kampen's UIF Mid Cap Value Portfolio
* Designated Funds]

CONTRACT SPECIFICATIONS

Contract Number	¹ [86-8600-123456]	
Contract Type	² [Non Qualified or Qualified plan under IRS code section 401, 403(b) or 408A]	
Owner / Annuitant	³ [John J. Doe – Owner]	
Age of Owner	⁴ [Mary J. Doe – Annuitant ⁵ [and Covered Person]	
Age of Youngest Annuitant	⁶ [35]	
Covered Person	⁷ [35]	
Date of Coverage	Owner, unless indicated otherwise above	
Contract Anniversary Date	⁸ [February 1, 2002]	
Initial Purchase Payment	⁹ [February 1, 2003]	
Minimum Initial Purchase Payment	¹⁰ [\$100,000]	
Minimum Additional Payment	¹¹ [\$20,000 or if IRA \$5,000]	
Maximum Purchase Payment (without prior approval of the Company)	\$ 1,000	
	Any purchase payment that would <i>not</i> cause Account Value to exceed \$2,000,000	
Beneficiary (Relationship)	¹² [Susan J. Doe (Daughter)]	
Annuity Commencement Date	¹³ [July 1, 2061]	
Annuity Option	Deferred	
Minimum Annuity Purchase Amount	\$2,000	
Minimum Initial Annuity Payment Amount	\$20	
Account Fee After Annuity Commencement Date	\$50	
Account Fee	\$50	
Maximum Account Fee	\$50	
Minimum Account Value for Waiver of Account Fee	\$100,000	
Initial Guarantee Period(s)	¹⁴ [1 Year]	
Guaranteed Interest Rate	¹⁵ [4.5%]	
Minimum Guarantee Period Amount	\$1,000	
Minimum Guarantee Interest Rate	¹⁶ [1%]	
Market Value Adjustment (“b” Factor)	¹⁷ [0%]	Maximum 0.25%
Current Fee Per Transfer	¹⁸ [\$0]	
Maximum Fee Per Transfer	\$15	
Maximum Number of Transfers per Year	12	
Minimum Transfer Amount	\$1,000	
Minimum Remaining in Sub-Account after Transfer	\$1,000	
Summary of Asset Charges		
Annual Asset Charges		
Basic Annual Asset Charge:	Current ^{18.1} [1.70%]	Maximum* ¹⁹ [1.70%]
²⁰ [Optional Death Benefit Charge:]	+ ²¹ [0.20%]	+ ²² [0.40%]
Total Annual Asset Charges:	= ²³ [1.90%]	= ²⁴ [2.10%]

Total Annual Asset Charge After Annuity Commencement Date:	²⁵ [1.70%]
	*The current Annual Asset Charge is guaranteed for ²⁶ [seven] Account Years. Thereafter, the Annual Asset Charge may be increased, but not beyond the maximum percentage shown.
	During the Accumulation Period, if Purchase Payments exceed \$1 million, or the Accumulation Account Value exceeds \$1 million on the Account Anniversary, 0.15% of the Accumulation Account Value will be credited to the Owner's Account on the Account Anniversary. The credit will be applied each year thereafter on the Account Anniversary.
²⁷ [Optional Living Benefit Rider Fee:]	
²⁸ [Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the ²⁹ [last] Valuation Day of an ³⁰ [Account Quarter].	³¹ [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the ³² [First] Account Anniversary as described in the Rider attached to your Contract.]
³³ [Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the ²⁹ [last] Valuation Day of an ³⁰ [Account Quarter].	³⁴ [0.1875%] x Retirement Asset Protector Benefit Base, each ³⁰ [Account Quarter].]
³⁵ [Retirement Income Escalator II Rider Fee Rate	³⁶ [0.2375% for single life] ³⁷ [0.2875% for joint life]]
³⁸ [Income ON Demand II Rider Fee Rate	³⁹ [0.1625% for single life] ⁴⁰ [0.2125% for joint life]]
⁴¹ [Income ON Demand II Plus Rider Fee Rate	⁴² [0.2375% for single life] ⁴³ [0.2875% for joint life]]
⁴⁴ [Income ON Demand II Escalator Rider Fee Rate	⁴⁵ [0.2375% for single life] ⁴⁶ [0.2875% for joint life]]
^{46.1} [Sun Income Riser Rider Fee Rate	^{46.2} [0.275% for single life] ^{46.3} [0.325% for joint life]]
^{46.4} [Income ON Demand III Escalator Rider Fee Rate	^{46.5} [0.275% for single life] ^{46.6} [0.325% for joint life]]
Basic Death Benefit	⁴⁷ [The greatest of 1, 2 or 3 shown in the "Amount of Death Benefit" provision]
Optional Living Benefits	⁴⁸ [Not Elected]

⁴⁹ [Secured Returns for Life Plus	See description in Secured Returns for Life Plus Rider attached to the Contract.]
⁵⁰ [Retirement Asset Protector	See description in Retirement Asset Protector Rider attached to the Contract.]
⁵¹ [Retirement Income Escalator II Rider Date	Month Day, Year]
⁵² [Income ON Demand II Rider Date	Month Day, Year]
⁵³ [Income ON Demand II Plus Rider Date	Month Day, Year]
⁵⁴ [Income ON Demand II Escalator Rider Date	Month Day, Year]
^{54.1} [Sun Income Riser Rider Date:	Month Day, Year]
^{54.2} [Income ON Demand III Escalator Rider Date:	Month Day, Year]
Optional Death Benefit	⁵⁵ [Not Elected].
⁵⁶ [Maximum Account Anniversary Value Benefit (“MAV”)]	The greater of the Basic Death Benefit and the highest Owner’s Account Value on any Account Anniversary prior to the Covered Person’s 81 st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.]
⁵⁷ [5% Minimum Guarantee Benefit (“5% MB”)]	The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80 th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.
What are Adjusted Purchase Payments?	Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.]
⁵⁸ [Earnings Enhancement Benefit Premier (“EEB Premier”)]	The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*. Or If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account

Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.

What are adjusted Purchase Payments?

Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.

* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)]

⁵⁹[Earnings Enhancement Benefit Premier Plus ("EEB Premier Plus")]

The Basic Death Benefit plus
If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier Plus amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.

*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶⁰[Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")]

The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and

the Death Benefit Date (“MAV”)

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶¹[Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit (“EEB Premier with 5% MB”)]

The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:

Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier (“5% MB”)

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value (before any adjustment for the (“5%MB”)) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value (before any adjustment for the (“5%MB”)) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier amount will be established as if

the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶²[What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?

If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.]

Build Your Portfolio Investment Options:

⁶³[*AllianceBernstein VPS Balanced Wealth Strategy Portfolio
AllianceBernstein VPS International Growth Fund
*BlackRock Global Allocation VI Fund
Columbia Marsico 21st Century Fund, Variable Series
Columbia Marsico Growth Fund, Variable Series
Columbia Marsico International Opportunities Fund, Variable Series
*Fidelity VIP Balanced Portfolio
Fidelity VIP Contrafund Portfolio
*Fidelity VIP Freedom 2015 Portfolio
*Fidelity VIP Freedom 2020 Portfolio
Fidelity VIP Mid Cap Portfolio
First Eagle Overseas Variable Fund
Franklin Income Securities Fund
Franklin Small Cap Value Securities Fund
Franklin Strategic Income Securities Fund

Choose Your Portfolio Investment Options:

⁶⁴[AllianceBernstein VPS Balanced Wealth Strategy Portfolio
BlackRock Global Allocation VI Fund
Fidelity VIP Balanced Portfolio
Fidelity VIP Freedom 2015 Portfolio
Fidelity VIP Freedom 2020 Portfolio
MFS Total Return Portfolio
Oppenheimer Balanced Fund/VA
SC Ibbotson Balanced Fund
SC Ibbotson Growth Fund
SC Ibbotson Moderate Fund
Van Kampen's UIF Equity and Income Portfolio]

Lazard Retirement Emerging Markets Equity Portfolio
 Lord Abbett Series All Value Portfolio
 Lord Abbett Series Fund Growth Opportunities Portfolio
 MFS Bond Portfolio
 MFS Core Equity Portfolio
 MFS Emerging Markets Portfolio
 MFS Government Securities Portfolio
 MFS International Growth Portfolio
 MFS International Value Portfolio
 MFS Research International Portfolio
 *MFS Total Return Portfolio
 MFS Utilities Portfolio
 MFS Value Portfolio
 Mutual Shares Securities Fund
 *Oppenheimer Balanced Fund/VA
 Oppenheimer Capital Appreciation Fund/VA
 Oppenheimer Global Securities Fund/VA
 PIMCO VIT CommodityRealReturn Strategy Portfolio
 PIMCO VIT Global Multi-Asset Portfolio Advisor Class
 PIMCO VIT Emerging Markets Bond Portfolio
 SC AIM Small Cap Growth Fund
 SC AllianceBernstein International Value Fund
 SC BlackRock Inflation Protected Bond Fund
 SC Davis Venture Value Fund
 SC Dreman Small Cap Value Fund
 SC Goldman Sachs Mid Cap Value Fund
 SC Goldman Sachs Short Duration Fund
 *SC Ibbotson Moderate Fund
 *SC Ibbotson Balanced Fund
 *SC Ibbotson Growth Fund
 SC Lord Abbett Growth & Income Fund
 SC Oppenheimer Large Cap Core Fund
 SC Oppenheimer Main Street Small Cap Fund
 SC PIMCO High Yield Fund
 SC PIMCO Total Return Fund
 SC WMC Blue Chip Mid Cap Fund
 SC WMC Large Cap Growth Fund
 Sun Capital Global Real Estate Fund
 Sun Capital Investment Grade Bond Fund
 Sun Capital Money Market Fund
 Templeton Growth Securities Fund
 Van Kampen LIT Comstock
 *Van Kampen's UIF Equity & Income Portfolio
 Van Kampen's UIF Mid Cap Growth Portfolio
 Van Kampen's UIF Mid Cap Value Portfolio
 * Designated Funds]

CONTRACT SPECIFICATIONS

Contract Number	¹ [86-8600-123456]
Contract Type	² [Non Qualified or Qualified plan under IRS code section 401, 403(b) or 408A]
Owner / Annuitant	³ [John J. Doe – Owner] ⁴ [Mary J. Doe – Annuitant ⁵ [and Covered Person]
Age of Owner	⁶ [35]
Age of Youngest Annuitant	⁷ [35]
Covered Person	Owner, unless indicated otherwise above
Date of Coverage	⁸ [February 1, 2002]
Contract Anniversary Date	⁹ [February 1, 2003]
Initial Purchase Payment	¹⁰ [\$100,000]
Minimum Initial Purchase Payment	¹¹ [\$10,000 or if IRA \$5,000]
Minimum Additional Payment	\$ 1,000
Maximum Purchase Payment (without prior approval of the Company)	Any purchase payment that would <i>not</i> cause Account Value to exceed \$2,000,000

Beneficiary (Relationship)	¹² [Susan J. Doe (Daughter)]
Annuity Commencement Date	¹³ [July 1, 2061]
Annuity Option	Deferred
Minimum Annuity Purchase Amount	\$2,000
Minimum Initial Annuity Payment Amount	\$20
Account Fee After Annuity Commencement Date	\$50
Account Fee	\$50
Maximum Account Fee	\$50
Minimum Account Value for Waiver of Account Fee	\$100,000

Withdrawal Charges	<u>Number of Complete Account Years from time of Payment</u>	<u>Withdrawal Charges</u>
	0-1	8%
	1-2	8%
	2-3	7%
	3-4	6%
	4-5	5%
	5-6	4%
	6-7	3%
	7+	0%

Free Withdrawal Amount	During the first Account Year: (a) After the first Account Anniversary, the greater of (a) and (b).
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(a) 15% of new Purchase Payments, irrespective of whether such new Payments have been previously liquidated.

(b) The Contract's "earnings" to date minus any free withdrawal amounts previously taken. "Earnings" is defined as the Owner's Account Value on the day prior to the day we receive the withdrawal request, plus all

withdrawals and charges previously taken, minus all Purchase Payments.

Initial Guarantee Period(s)	¹⁴ [1Year]	
Guaranteed Interest Rate	¹⁵ [4.5%]	
Minimum Guarantee Period Amount	\$1,000	
Minimum Guarantee Interest Rate	¹⁶ [1%]	
Market Value Adjustment (“b” Factor)	¹⁷ [0%]	Maximum 0.25%
Current Fee Per Transfer	¹⁸ [\$0]	
Maximum Fee Per Transfer	\$15	
Maximum Number of Transfers per Year	12	
Minimum Transfer Amount	\$1,000	
Minimum Remaining in Sub-Account after Transfer	\$1,000	

Summary of Asset Charges

Annual Asset Charges

	Current	Maximum*
Basic Annual Asset Charge:	^{18.1} [1.35%]	¹⁹ [1.35%]
²⁰ [Optional Death Benefit Charge:]	+ ²¹ [0.20%]	+ ²² [0.40%]
Total Annual Asset Charges:	= ²³ [1.55%]	= ²⁴ [1.75%]

Total Annual Asset Charge After Annuity Commencement Date: ²⁵[1.35%]

*The current Annual Asset Charge is guaranteed for ²⁶[seven] Account Years. Thereafter, the Annual Asset Charge may be increased, but not beyond the maximum percentage shown.

During the Accumulation Period, if Purchase Payments exceed \$1 million, or the Accumulation Account Value exceeds \$1 million on the Account Anniversary, 0.15% of the Accumulation Account Value will be credited to the Owner’s Account on the Account Anniversary. The credit will be applied each year thereafter on the Account Anniversary.

²⁷[Optional Living Benefit Rider Fee:]

²⁸[Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the ²⁹[last] Valuation Day of an ³⁰[Account Quarter].

³¹[0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the ³²[First] Account Anniversary as described in the Rider attached to the Contract.]

³³[Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the ²⁹[last] Valuation Day of an ³⁰[Account Quarter].

³⁴[0.1875%] x Retirement Asset Protector Benefit Balance Value, each ³⁰[Account Quarter].]

³⁵ [Retirement Income Escalator II Rider Fee Rate	³⁶ [0.2375% for single life] ³⁷ [0.2875% for joint life]]
³⁸ [Income ON Demand II Rider Fee Rate	³⁹ [0.1625% for single life] ⁴⁰ [0.2125% for joint life]]
⁴¹ [Income ON Demand II Plus Rider Fee Rate	⁴² [0.2375% for single life] ⁴³ [0.2875% for joint life]]
⁴⁴ [Income ON Demand II Escalator Rider Fee Rate	⁴⁵ [0.2375% for single life] ⁴⁶ [0.2875% for joint life]]
Basic Death Benefit	⁴⁷ [The greatest of 1, 2 or 3 shown in the “Amount of Death Benefit” provision]
^{47.1} [Sun Income Riser Rider Fee Rate	^{47.2} [0.275% for single life] ^{47.3} [0.325% for joint life]]
^{47.4} [Income ON Demand III Escalator Rider Fee Rate	^{47.5} [0.275% for single life] ^{47.6} [0.325% for joint life]]
Optional Living Benefits	⁴⁸ [Not Elected]
⁴⁹ [Secured Returns for Life Plus	See description in Secured Returns for Life Plus Rider attached to the Contract.]
⁵⁰ [Retirement Asset Protector	See description in Retirement Asset Protector Rider attached to the Contract.]
⁵¹ [Retirement Income Escalator II Rider Date	Month Day, Year]
⁵² [Income ON Demand II Rider Date	Month Day, Year]
⁵³ [Income ON Demand II Plus Rider Date	Month Day, Year]
⁵⁴ [Income ON Demand II Escalator Rider Date	Month Day, Year]
^{54.1} [Sun Income Riser Rider Date:	Month Day, Year]
^{54.2} [Income ON Demand III Escalator Rider Date:	Month Day, Year]
Optional Death Benefit	⁵⁵ [Not Elected].
⁵⁶ [Maximum Account Anniversary Value Benefit (“MAV”)	The greater of the Basic Death Benefit and the highest Owner’s Account Value on any Account Anniversary prior to the Covered Person’s 81 st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and

	the Death Benefit Date.]
⁵⁷ [5% Minimum Guarantee Benefit (“5% MB”)]	The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80 th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.
What are Adjusted Purchase Payments?	Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.]
⁵⁸ [Earnings Enhancement Benefit Premier (“EEB Premier”)]	The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*. Or If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85 th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85 th birthday will proportionally reduce the EEB Premier amount.
What are adjusted Purchase Payments?	Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision. * (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)]
⁵⁹ [Earnings Enhancement Benefit Premier Plus (“EEB Premier Plus”)]	The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*. Or If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On

the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier Plus amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.

*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶⁰[Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")]

The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶¹[Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit (“EEB Premier with 5% MB”)]

The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:

Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier (“5% MB”)

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value (before any adjustment for the (“5%MB”) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value (before any adjustment for the (“5%MB”) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶²[What benefit is payable under any Optional Death Benefit in the event the Covered Person’s spouse chooses to continue the Contract after the Covered Person’s death?

If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person’s death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner’s Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse’s death. For purposes of calculating the benefit upon the surviving spouse’s death, the Owner’s Account Value on the original Covered Person’s Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse’s Death Benefit Date, the percentage payable (75% v. 35% or 45% v.

25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.]

Build Your Portfolio Investment Options:

⁶³[*AllianceBernstein VPS Balanced Wealth Strategy Portfolio
AllianceBernstein VPS International Growth Fund
*BlackRock Global Allocation VI Fund
Columbia Marsico 21st Century Fund, Variable Series
Columbia Marsico Growth Fund, Variable Series
Columbia Marsico International Opportunities Fund, Variable Series
*Fidelity VIP Balanced Portfolio
Fidelity VIP Contrafund Portfolio
*Fidelity VIP Freedom 2015 Portfolio
*Fidelity VIP Freedom 2020 Portfolio
Fidelity VIP Mid Cap Portfolio
First Eagle Overseas Variable Fund
Franklin Income Securities Fund
Franklin Small Cap Value Securities Fund
Franklin Strategic Income Securities Fund
Lazard Retirement Emerging Markets Equity Portfolio
Lord Abbett Series All Value Portfolio
Lord Abbett Series Fund Growth Opportunities Portfolio
MFS Bond Portfolio
MFS Core Equity Portfolio
MFS Emerging Markets Portfolio
MFS Government Securities Portfolio
MFS International Growth Portfolio
MFS International Value Portfolio
MFS Research International Portfolio
*MFS Total Return Portfolio
MFS Utilities Portfolio
MFS Value Portfolio
Mutual Shares Securities Fund
*Oppenheimer Balanced Fund/VA
Oppenheimer Capital Appreciation Fund/VA
Oppenheimer Global Securities Fund/VA
PIMCO VIT CommodityRealReturn Strategy Portfolio
PIMCO VIT Global Multi-Asset Portfolio Advisor Class
PIMCO VIT Emerging Markets Bond Portfolio
SC AIM Small Cap Growth Fund
SC AllianceBernstein International Value Fund
SC BlackRock Inflation Protected Bond Fund
SC Davis Venture Value Fund
SC Dreman Small Cap Value Fund
SC Goldman Sachs Mid Cap Value Fund
SC Goldman Sachs Short Duration Fund
*SC Ibbotson Moderate Fund
*SC Ibbotson Balanced Fund
*SC Ibbotson Growth Fund
SC Lord Abbett Growth & Income Fund

Choose Your Portfolio Investment Options:

⁶⁴[AllianceBernstein VPS Balanced Wealth Strategy Portfolio
BlackRock Global Allocation VI Fund
Fidelity VIP Balanced Portfolio
Fidelity VIP Freedom 2015 Portfolio
Fidelity VIP Freedom 2020 Portfolio
MFS Total Return Portfolio
Oppenheimer Balanced Fund/VA
SC Ibbotson Balanced Fund
SC Ibbotson Growth Fund
SC Ibbotson Moderate Fund
Van Kampen's UIF Equity and Income Portfolio]

SC Oppenheimer Large Cap Core Fund
SC Oppenheimer Main Street Small Cap Fund
SC PIMCO High Yield Fund
SC PIMCO Total Return Fund
SC WMC Blue Chip Mid Cap Fund
SC WMC Large Cap Growth Fund
Sun Capital Global Real Estate Fund
Sun Capital Investment Grade Bond Fund
Sun Capital Money Market Fund
Templeton Growth Securities Fund
Van Kampen LIT Comstock
*Van Kampen's UIF Equity & Income Portfolio
Van Kampen's UIF Mid Cap Growth Portfolio
Van Kampen's UIF Mid Cap Value Portfolio
* Designated Funds]

CONTRACT SPECIFICATIONS

Contract Number	¹ [86-8600-123456]	
Contract Type	² [Non Qualified or Qualified plan under IRS code section 401, 403(b) or 408A]	
Owner / Annuitant	³ [John J. Doe – Owner] ⁴ [Mary J. Doe – Annuitant ⁵ [and Covered Person]	
Age of Owner	⁶ [35]	
Age of Youngest Annuitant	⁷ [35]	
Covered Person	Owner, unless indicated otherwise above	
Date of Coverage	⁸ [February 1, 2002]	
Contract Anniversary Date	⁹ [February 1, 2003]	
Initial Purchase Payment	¹⁰ [\$100,000]	
Minimum Initial Purchase Payment	¹¹ [\$10,000 or if IRA \$5,000]	
Minimum Additional Payment	\$1,000	
Maximum Purchase Payment (without prior approval of the Company)	Any purchase payment that would <i>not</i> cause Account Value to exceed \$2,000,000	
Beneficiary (Relationship)	¹² [Susan J. Doe (Daughter)]	
Annuity Commencement Date	¹³ [July 1, 2061]	
Annuity Option	Deferred	
Minimum Annuity Purchase Amount	\$2,000	
Minimum Initial Annuity Payment Amount	\$20	
Account Fee After Annuity Commencement Date	\$50	
Account Fee	\$50	
Maximum Account Fee	\$50	
Minimum Account Value for Waiver of Account Fee	\$100,000	
Withdrawal Charges	<u>Number of Complete Account Years From Date of Coverage</u>	<u>Withdrawal Charges</u>
	1	8%
	2	8%
	3	7%
	4	6%
	4+	0%
Free Withdrawal Amount	(a) 10% of Purchase Payments. Any free withdrawal amount not taken by the Account Anniversary cannot be carried over into the next Account Year.	
Initial Guarantee Period(s)	¹⁴ [1 Year]	
Guaranteed Interest Rate	¹⁵ [4.5%]	
Minimum Guarantee Period Amount	\$1,000	
Minimum Guarantee Interest Rate	¹⁶ [1%]	
Market Value Adjustment (“b” Factor)	¹⁷ [0%]	Maximum 0.25%

Current Fee Per Transfer	¹⁸ [\$0]
Maximum Fee Per Transfer	\$15
Maximum Number of Transfers per Year	12
Minimum Transfer Amount	\$1,000
Minimum Remaining in Sub-Account after Transfer	\$1,000

Summary of Asset Charges

Annual Asset Charges

	Current	Maximum*
Basic Annual Asset Charge:	^{18,1} [1.65%]	¹⁹ [1.65%]
²⁰ [Optional Death Benefit Charge:]	+ ²¹ [0.20%]	+ ²² [0.40%]
Total Annual Asset Charges:	= ²³ [1.85%]	= ²⁴ [2.05%]

Total Annual Asset Charge After Annuity Commencement Date: ²⁵[1.65%]

*The current Annual Asset Charge is guaranteed for ²⁶[four] Account Years. Thereafter, the Annual Asset Charge may be increased, but not beyond the maximum percentage shown.

During the Accumulation Period, if Purchase Payments exceed \$1 million, or the Accumulation Account Value exceeds \$1 million on the Account Anniversary, 0.15% of the Accumulation Account Value will be credited to the Owner's Account on the Account Anniversary. The credit will be applied each year thereafter on the Account Anniversary.

²⁷[Optional Living Benefit Rider Fee:]

²⁸[Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the ²⁹[last] Valuation Day of an ³⁰[Account Quarter]. ³¹[0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the ³²[First] Account Anniversary as described in the Rider attached to the Contract.]

³³[Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the ²⁹[last] Valuation Day of an ³⁰[Account Quarter]. ³⁴[0.1875%] x Retirement Asset Protector Benefit Balance Value, each ³⁰[Account Quarter].]

³⁵[Retirement Income Escalator II Rider Fee Rate ³⁶[0.2375% for single life] ³⁷[0.2875% for joint life]]

³⁸[Income ON Demand II Rider Fee Rate ³⁹[0.1625% for single life] ⁴⁰[0.2125% for joint life]]

⁴¹[Income ON Demand II Plus Rider Fee Rate ⁴²[0.2375% for single life] ⁴³[0.2875% for joint life]]

⁴⁴ [Income ON Demand II Escalator Rider Fee Rate	⁴⁵ [0.2375% for single life] ⁴⁶ [0.2875% for joint life]]
^{46.1} [Sun Income Riser Rider Fee Rate	^{46.2} [0.275% for single life] ^{46.3} [0.325% for joint life]]
^{46.4} [Income ON Demand III Escalator Rider Fee Rate	^{46.5} [0.275% for single life] ^{46.6} [0.325% for joint life]]
Basic Death Benefit	⁴⁷ [The greatest of 1, 2 or 3 shown in the “Amount of Death Benefit” provision]
Optional Living Benefits	⁴⁸ [Not Elected]
⁴⁹ [Secured Returns for Life Plus	See description in Secured Returns for Life Plus Rider attached to the Contract.]
⁵⁰ [Retirement Asset Protector	See description in Retirement Asset Protector Rider attached to the Contract.]
⁵¹ [Retirement Income Escalator II Rider Date	Month Day, Year]
⁵² [Income ON Demand II Rider Date	Month Day, Year]
⁵³ [Income ON Demand II Plus Rider Date	Month Day, Year]
⁵⁴ [Income ON Demand II Escalator Rider Date	Month Day, Year]
^{54.1} [Sun Income Riser Rider Date:	Month Day, Year]
^{54.2} [Income ON Demand III Escalator Rider Date:	Month Day, Year]
Optional Death Benefit	⁵⁵ [Not Elected].
⁵⁶ [Maximum Account Anniversary Value Benefit (“MAV”)	The greater of the Basic Death Benefit and the highest Owner’s Account Value on any Account Anniversary prior to the Covered Person’s 81 st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.]
⁵⁷ [5% Minimum Guarantee Benefit (“5% MB”)	The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80 th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.]

⁵⁸[Earnings Enhancement Benefit Premier (“EEB Premier”)]

The Basic Death Benefit plus
If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount.

What are adjusted Purchase Payments?

Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.

* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)]

⁵⁹[Earnings Enhancement Benefit Premier Plus (“EEB Premier Plus”)]

The Basic Death Benefit plus
If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier Plus amount.

What are Adjusted Purchase

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial

Payments?

withdrawals, as explained in the “Amount of Death Benefit” provision.

*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶⁰[Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit (“EEB Premier with MAV”)]

The greater of the Basic Death Benefit and the highest Owner’s Account Value on any Account Anniversary prior to the Covered Person’s 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date (“MAV”)

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶¹[Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit (“EEB Premier with 5% MB”)]

The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:

Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person’s 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier (“5% MB”)

Plus

If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB")) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.

Or

If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB")) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.

What are Adjusted Purchase Payments?

Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.

*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)]

⁶²[What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?

If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.]

Build Your Portfolio Investment Options:

Choose Your Portfolio Investment Options:

⁶³[*AllianceBernstein VPS Balanced Wealth Strategy Portfolio

⁶⁴[AllianceBernstein VPS Balanced Wealth Strategy Portfolio

AllianceBernstein VPS International Growth Fund
*BlackRock Global Allocation VI Fund
Columbia Marsico 21st Century Fund, Variable Series
Columbia Marsico Growth Fund, Variable Series
Columbia Marsico International Opportunities Fund,
Variable Series
*Fidelity VIP Balanced Portfolio
Fidelity VIP Contrafund Portfolio
*Fidelity VIP Freedom 2015 Portfolio
*Fidelity VIP Freedom 2020 Portfolio
Fidelity VIP Mid Cap Portfolio
First Eagle Overseas Variable Fund
Franklin Income Securities Fund
Franklin Small Cap Value Securities Fund
Franklin Strategic Income Securities Fund
Lazard Retirement Emerging Markets Equity Portfolio
Lord Abbett Series All Value Portfolio
Lord Abbett Series Fund Growth Opportunities Portfolio
MFS Bond Portfolio
MFS Core Equity Portfolio
MFS Emerging Markets Portfolio
MFS Government Securities Portfolio
MFS International Growth Portfolio
MFS International Value Portfolio
MFS Research International Portfolio
*MFS Total Return Portfolio
MFS Utilities Portfolio
MFS Value Portfolio
Mutual Shares Securities Fund
*Oppenheimer Balanced Fund/VA
Oppenheimer Capital Appreciation Fund/VA
Oppenheimer Global Securities Fund/VA
PIMCO VIT CommodityRealReturn Strategy Portfolio
PIMCO VIT Global Multi-Asset Portfolio Advisor Class
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SC Ibbotson Balanced Fund
SC Ibbotson Growth Fund
SC Ibbotson Moderate Fund
Van Kampen's UIF Equity and Income
Portfolio]

Templeton Growth Securities Fund
Van Kampen LIT Comstock
*Van Kampen's UIF Equity & Income Portfolio
Van Kampen's UIF Mid Cap Growth Portfolio
Van Kampen's UIF Mid Cap Value Portfolio
* Designated Funds]

SERFF Tracking Number: SUNL-126191875 State: Arkansas
 Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 42679
 Company Tracking Number: MASTERS UPDATE 6-2009
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Masters Update 6-2009
 Project Name/Number: Masters Update 6-2009/Masters Update 6-2009

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: not applicable - regulated by SEC not subject to readability requirements.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: application previously approved see filing description.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability		
Comments:		
Attachments:		
FAII-09 SOV.pdf		
FIII-09 SOV.pdf		
RCHII-09 SOV.pdf		
RCHII-09 SOV.pdf		
IOD-III-E SOV 6-10-09.pdf		
VA-SIR SOV 6-10-09.pdf		

**Statement of Variability* Dated 6-15-09
Form FAII-09**

*Variability denoted on Form FAII-09 by annotation and bracketing.

#	Field	Explanation of Variability
1	86-8600-123456	The 12-digit Contract Number assigned to a new Contract.
2	Non-Qualified or Qualified	The source of money as indicated on the application determines the contract type as Non-Qualified or Qualified plan under IRS code section 401, 403(b) or 408A.
3	John J Doe	The Owner's name as completed on the application or the text "As Shown on Application".
4	Mary J Doe	The Annuitant's name as completed on the application or the text "As shown on Application".
5	and Covered Person	The text "Covered Person" appears when the Owner and Annuitant is not the same person.
6	35	The Owner's age as completed on the application. Minimum age of 18 and maximum of 90.
7	35	The youngest Annuitant's age as completed on the application. Minimum age is 18 and maximum is 90.
8	February 1, 2002	The date of coverage on which the Contract becomes effective.
9	February 1, 2003	The anniversary date is one calendar year from the date of coverage.
10	\$100,000	The initial payment amount is not less than the minimum of \$10,000; \$5,000 if an IRA nor more than the maximum of \$2,000,000.
11	\$10,000	The current Minimum Initial Purchase Payment Amount is \$10,000. This amount may vary between a minimum of \$1,000 and a maximum of \$25,000 or if an IRA the minimum under the IRS guidelines, currently \$5,000.
12	Option A	This product offers a client choice of additional interest via Option A or Option B. If Option A is elected then Option A will print otherwise Option B will print.
13	2% of any Net Payment	Option A allows 2% of any Net Payment. We reserve the right to change this percentage ranging from 0.5% to 5%.
14	2% of Owner's Account Value	Option A allows 2% of the Account Value. We reserve the right to change this percentage ranging from 0.5% to 5%.
15	Option B	This product offers a client choice of additional interest via Option A or Option B. If Option B is elected then Option B will print otherwise Option A will print.
16	5% of each Purchase Payment	Option B allows 5% of each Purchase Payment. We reserve the right to change this percentage ranging from 1% to 12%.
17	Susan J. Doe (Daughter)	The beneficiary name and relationship as completed on the application or the text "As shown on the Application".

#	Field	Explanation of Variability
18	July 1, 2061	The date on which annuity payments may begin. The Annuity Commencement Date is determined by the Owner and may not be later than their 95 th birthday.
19	1 Year	The Initial Guarantee Period Year(s) is dependant on the Owner's fixed fund selection(s). This may vary between 1 and 10 Years. If no fixed fund is selected then the text "Not Elected" will appear.
20	4.5%	The Guaranteed Interest Rate is dependant on the fixed fund(s) selected. The rate may vary between 0% and 20%. If no fixed fund is selected then "N/A" will appear.
21	1%	The Minimum Guarantee Interest Rate may vary between 1% and 3%.
22	0%	The Market Value Adjustment may vary between 0% and the Maximum of 0.25%.
23	\$0	The current fee per transfer is \$0. The fee may vary between a minimum of \$0 to a maximum of \$15.
23.1	1.70%	The current basic charge is currently 1.70%. In the future this may vary between 0.25% and 3%
24	1.70%	The maximum basic charge is currently 1.70%. In the future this may vary between 0.25% to 3%.
25	Optional Death Benefit Charge	Optional Death Benefits are available with this product for an additional cost. If an optional Death Benefit is elected then this section will appear otherwise it will not.
26	0.20%	The current charge for an optional Death Benefit is dependant of the option elected. This may vary between the current charge of 0.20% and 0.40%
27	0.40%	The maximum charge for optional Death Benefit is dependant on the option elected. This may vary between a maximum charge of 0.05% and 1%.
28	1.90%	The current Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 1.70% and 2.10%.
29	2.10%	The maximum Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 0.3% and 4%.
30	1.70%	The Total Annual Asset Charge After Annuity Commencement Date may vary between 0.3% and the current 4 %.
31	seven	The current annual asset charge is currently guaranteed for seven Account Years. This may vary between one and ten years.
32	Optional Living Benefit Rider Fee:	This heading will print only if a living benefit option is elected and will precede the rider.
33	Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the [First] Account Anniversary as described in the Rider attached to your Contract.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
34	Last	The rider fee is deducted on the last valuation day of an Account Quarter. In the future this fee may be taken on the first valuation day of an Account Quarter.
35	Account Quarter	The Account Quarter is a three-month period beginning with the Contract's Date of Coverage. In the future we may use "Account Month" which is a one-month period beginning on the Contract's Date of Coverage, or "Account Year" which is a twelve-month period beginning on the Contract's Date of Coverage.
36	0.125%	The current fee for the Secured Returns for Life Plus rider is 0.125% This fee may vary between 0.0025% and 1%.
37	First	A Step Up election is allowed after the first Account Anniversary. This period may vary between the first Account Anniversary and the fifth Account Anniversary.
38	Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.1875%] x Retirement Asset Protector Benefit Base, each Account Quarter.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
39	0.0875%	The current fee for the Retirement Asset Protector rider is 0.1875% and may vary between from 0.0025% and 1%.
40	Retirement Income Escalator II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
41	0.2375% for single life	If the Retirement Income Escalator II rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
42	0.2875% for joint life	If the Retirement Income Escalator II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
43	Income ON Demand II Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
44	0.1625% for single life	If the Income ON Demand II rider is elected then the current fee for the single life option is 0.1625%. This fee may vary between 0.0025% and 1%.
45	0.2875% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
46	Income ON Demand II Plus Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank

#	Field	Explanation of Variability
47	0.2375% for single life	If the Income ON Demand II Plus rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
48	0.2875% for joint life	If the Income ON Demand Plus II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 2%.
49	Income ON Demand II Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
50	0.2375% for single life	If the Income ON Demand II Escalator rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 2%.
51	0.2875% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 2%.
51.1	Sun Income Riser Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
51.2	0.275% for single life	If the Sun Income Riser rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.
51.3	0.325% for joint life	If the Sun Income Riser rider is elected then the current fee for the joint life option is 0.325%. This fee may vary between 0.0025% and 1%.
51.4	Income ON Demand III Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
51.5	0.275% for single life	If the Income On Demand III E rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.
51.6	0.325% for joint life	If the Income On Demand III E rider is elected then the current fee for the joint life option is 0.3255%. This fee may vary between 0.0025% and 1%.
52	The greatest if 1, 2, or 3 ... "Amount of Death Benefit" provision.	If the age of the Covered Person is 85 or younger then the following text will appear "The greatest of 1, 2 or 3 shown in the "Amount of Death Benefit" provision". If the age of the Covered Person is 86 or older then the following text will appear "The value in 2 as shown in the "Amount of Death Benefit" provision".
53	Not Elected	Optional living benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected living benefit and reference to the corresponding rider is printed. See # below.
54	Secured Returns for Life Plus See description in Secured Returns for Life Plus Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
55	Retirement Asset Protector See description in Retirement Asset Protector Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.

#	Field	Explanation of Variability
56	Retirement Income Escalator II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
57	Income ON Demand II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
58	Income ON Demand II Plus Rider Date	If the rider is elected then this section and the corresponding Rider Date is printed otherwise this section is blank
59	Income ON Demand II Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
59.1	Sun Income Riser Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed other this section is blank
59.2	Income ON Demand III Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed other this section is blank
60	Not Elected	Optional death benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected death benefit and its corresponding description is printed. See # below.
61	Maximum Account Anniversary Value Benefit ("MAV") The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81 st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.	If the benefit is elected then this section is printed otherwise this section is blank.
62	5% Minimum Guarantee Benefit ("5% MB") The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80 th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier. What are Adjusted Purchase Payments? Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.	If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
63	<p>Earnings Enhancement Benefit Premier (“EEB Premier”)</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount. Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p> <p>What are adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
64	<p>Earnings Enhancement Benefit Premier Plus ("EEB Premier Plus")</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier Plus amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
65	<p>Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>
66	<p>Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:</p> <p>Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")</p> <p style="text-align: center;">Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	

#	Field	Explanation of Variability
67	<p>What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?</p> <p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.</p>	<p>If an optional death benefit is elected then this section is printed otherwise this section is blank.</p>
68	<ul style="list-style-type: none"> *AllianceBernstein VPS Balanced Wealth Strategy Portfolio AllianceBernstein VPS International Growth Fund *BlackRock Global Allocation VI Fund Columbia Marsico 21st Century Fund, Variable Series Columbia Marsico Growth Fund, Variable Series Columbia Marsico International Opportunities Fund, Variable Series *Fidelity VIP Balanced Portfolio Fidelity VIP Contrafund Portfolio *Fidelity VIP Freedom 2015 Portfolio *Fidelity VIP Freedom 2020 Portfolio Fidelity VIP Mid Cap Portfolio First Eagle Overseas Variable Fund Franklin Income Securities Fund Franklin Small Cap Value Securities Fund Franklin Strategic Income Securities Fund Lazard Retirement Emerging Markets Equity Portfolio Lord Abbett Series All Value Portfolio Lord Abbett Series Fund Growth Opportunities Portfolio MFS Bond Portfolio 	<p>The current list of available investment options.</p>

#	Field	Explanation of Variability
	MFS Core Equity Portfolio MFS Emerging Markets Portfolio MFS Government Securities Portfolio MFS International Growth Portfolio MFS International Value Portfolio MFS Research International Portfolio *MFS Total Return Portfolio MFS Utilities Portfolio MFS Value Portfolio Mutual Shares Securities Fund Oppenheimer Capital Appreciation Fund/VA Oppenheimer Global Securities Fund/VA PIMCO VIT CommodityRealReturn Strategy Portfolio PIMCO VIT Global Multi-Asset Portfolio Advisor Class PIMCO VIT Emerging Markets Bond Portfolio SC AIM Small Cap Growth Fund SC AllianceBernstein International Value Fund SC BlackRock Inflation Protected Bond Fund SC Davis Venture Value Fund SC Dreman Small Cap Value Fund SC Goldman Sachs Mid Cap Value Fund SC Goldman Sachs Short Duration Fund *SC Ibbotson Moderate Fund *SC Ibbotson Balanced Fund *SC Ibbotson Growth Fund SC Lord Abbett Growth & Income Fund SC Oppenheimer Large Cap Core Fund SC Oppenheimer Main Street Small Cap Fund SC PIMCO High Yield Fund SC PIMCO Total Return Fund SC WMC Blue Chip Mid Cap Fund SC WMC Large Cap Growth Fund Sun Capital Global Real Estate Fund Sun Capital Investment Grade Bond Fund Sun Capital Money Market Fund Templeton Growth Securities Fund Van Kampen LIT Comstock *Van Kampen's UIF Equity & Income Portfolio Van Kampen's UIF Mid Cap Growth Portfolio Van Kampen's UIF Mid Cap Value Portfolio * Designated Funds	

#	Field	Explanation of Variability
69	AllianceBernstein VPS Balanced Wealth Strategy Portfolio BlackRock Global Allocation VI Fund Fidelity VIP Balanced Portfolio Fidelity VIP Freedom 2015 Portfolio Fidelity VIP Freedom 2020 Portfolio MFS Total Return Portfolio SC Ibbotson Balanced Fund SC Ibbotson Growth Fund SC Ibbotson Moderate Fund Van Kampen's UIF Equity and Income Portfolio	The current list of available asset allocations.

**Statement of Variability* Dated 6-12-09
FormFIII-09**

*Variability denoted on Form FIII-09 by annotation and bracketing.

#	Field	Explanation of Variability
1	86-8600-123456	The 12-digit Contract Number assigned to a new Contract.
2	Non-Qualified or Qualified	The source of money as indicated on the application determines the contract type as Non-Qualified or Qualified plan under IRS code section 401, 403(b) or 408A.
3	John J Doe	The Owner's name as completed on the application or the text "As Shown on Application".
4	Mary J Doe	The Annuitant's name as completed on the application or the text "As shown on Application".
5	and Covered Person	The text "Covered Person" appears when the Owner and Annuitant is not the same person.
6	35	The Owner's age as completed on the application. Minimum age of 18 and maximum of 95.
7	35	The youngest Annuitant's age as completed on the application. Minimum age is 18 and maximum is 95.
8	February 1, 2002	The date of coverage on which the Contract becomes effective.
9	February 1, 2003	The anniversary date is one calendar year from the date of coverage.
10	\$100,000	The initial payment amount is not less than the minimum of \$10,000; \$5,000 if an IRA nor more than the maximum of \$2,000,000.
11	\$20,000	The current Minimum Initial Purchase Payment Amount is \$20,000. This amount may vary between a minimum of \$1,000 and a maximum of \$25,000 or if an IRA the minimum under the IRS guidelines, currently \$5,000.
12	Susan J. Doe (Daughter)	The beneficiary name and relationship as completed on the application or the text "As shown on the Application".
13	July 1, 2061	The date on which annuity payments may begin. The Annuity Commencement Date is determined by the Owner and may not be later than their 95 th birthday.
14	1 Year	The Initial Guarantee Period Year(s) is dependant on the Owner's fixed fund selection(s). This may vary between 1 and 10 Years. If no fixed fund is selected then the text "Not Elected" will appear.
15	4.5%	The Guaranteed Interest Rate is dependant on the fixed fund(s) selected. The rate may vary between 0% and 20%. If no fixed fund is selected then "N/A" will appear.
16	1%	The Minimum Guarantee Interest Rate may vary between 1% and 3%.
17	0%	The Market Value Adjustment may vary between 0% and the Maximum of 0.25%.
18	\$0	The current fee per transfer is \$0. The fee may vary between a minimum of \$0 to a maximum of \$15.

#	Field	Explanation of Variability
18.1	1.70%	The current basic charge is currently 1.70%. In the future this may vary between 0.25% and 3%
19	1.70%	The maximum basic charge is currently 1.70%. In the future this may range from 0.25% to 3%.
20	Optional Death Benefit Charge	Optional Death Benefits are available with this product for an additional cost. If an optional Death Benefit is elected then this section will appear otherwise it will not.
21	0.20%	The current charge for an optional Death Benefit is dependant of the option elected. This may range from a current charge of 0.20% to 0.40%
22	0.40%	The maximum charge for optional Death Benefit is dependant on the option elected. This may range from a maximum charge of 0.05% to 1%.
23	1.90%	The current Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may range from 1.70% to 2.10%.
24	2.10%	The maximum Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may range from 0.3% to 4%.
25	1.70%	The Total Annual Asset Charge After Annuity Commencement Date may range from 25% to 3%.
26	seven	The current annual asset charge is currently guaranteed for seven Account Years. This may range from 1 to 10 years.
27	Optional Living Benefit Rider Fee:	This heading will print only if a living benefit option is elected and will precede the rider.
28	Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the [First] Account Anniversary as described in the Rider attached to your Contract.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
29	Last	The rider fee is deducted on the last valuation day of an Account Quarter. In the future this fee may be taken on the first valuation day of an Account Quarter.
30	Account Quarter	The Account Quarter is a three-month period beginning with the Contract's Date of Coverage. In the future we may use "Account Month" which is a one-month period beginning on the Contract's Date of Coverage, or "Account Year" which is a twelve-month period beginning on the Contract's Date of Coverage.
31	0.125%	The current fee for the Secured Returns for Life Plus rider is 0.125% This fee may vary between 0.0025% and 1%.
32	First	A Step Up election is allowed after the first Account Anniversary. This period may vary between the first Account Anniversary and the fifth Account Anniversary.

#	Field	Explanation of Variability
33	Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.1875%] x Retirement Asset Protector Benefit Base, each Account Quarter.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
34	0.1875%	The current fee for the Retirement Asset Protector rider is 0.1875% and may vary between from 0.0025% and 1%.
35	Retirement Income Escalator II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
36	0.2375% for single life	If the Retirement Income Escalator II rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 2%.
37	0.2875% for joint life	If the Retirement Income Escalator II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 2%.
38	Income ON Demand II Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
39	0.1625% for single life	If the Income ON Demand II rider is elected then the current fee for the single life option is 0.1625%. This fee may vary between 0.0025% and 1%.
40	0.2125% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2125%. This fee may vary between 0.0025% and 1%.
41	Income ON Demand II Plus Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
42	0.2375% for single life	If the Income ON Demand II Plus rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
43	0.2875% for joint life	If the Income ON Demand Plus II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
44	Income ON Demand II Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
45	0.2375% for single life	If the Income ON Demand II Escalator rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
46	0.2875% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.

#	Field	Explanation of Variability
46.1	Sun Income Riser Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
46.2	0.275% for single life	If the Sun Income Riser rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.
46.3	0.325% for joint life	If the Sun Income Riser rider is elected then the current fee for the joint life option is 0.325%. This fee may vary between 0.0025% and 1%.
46.4	Income ON Demand III Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
46.5	0.275% for single life	If the Income On Demand III E rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.
46.6	0.325% for joint life	If the Income On Demand III E rider is elected then the current fee for the joint life option is 0.325%. This fee may vary between 0.0025% and 1%.
47	The greatest if 1, 2, or 3 ... "Amount of Death Benefit" provision.	If the age of the Covered Person is 85 or younger then the following text will appear "The greatest of 1, 2 or 3 shown in the "Amount of Death Benefit" provision". If the age of the Covered Person is 86 or older then the following text will appear "The value in 2 as shown in the "Amount of Death Benefit" provision".
48	Not Elected	Optional living benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected living benefit and reference to the corresponding rider is printed. See # below.
49	Secured Returns for Life Plus See description in Secured Returns for Life Plus Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
50	Retirement Asset Protector See description in Retirement Asset Protector Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
51	Retirement Income Escalator II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
52	Income ON Demand II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
53	Income ON Demand II Plus Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
54	Income ON Demand II Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
54.1	Sun Income Riser Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
54.2	Income ON Demand III Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.

#	Field	Explanation of Variability
55	Not Elected	Optional death benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected death benefit and its corresponding description is printed. See # below.
56	<p>Maximum Account Anniversary Value Benefit ("MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.</p>	If the benefit is elected then this section is printed otherwise this section is blank.
57	<p>5% Minimum Guarantee Benefit ("5% MB")</p> <p>The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p>	If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
58	<p>Earnings Enhancement Benefit Premier (“EEB Premier”)</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier amount. Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p> <p>What are adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
59	<p>Earnings Enhancement Benefit Premier Plus ("EEB Premier Plus")</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier Plus amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
60	<p>Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>
61	<p>Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:</p> <p>Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")</p> <p style="text-align: center;">Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	

#	Field	Explanation of Variability
62	<p>What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?</p> <p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.</p>	<p>If an optional death benefit is elected then this section is printed otherwise this section is blank.</p>
63	<ul style="list-style-type: none"> *AllianceBernstein VPS Balanced Wealth Strategy Portfolio AllianceBernstein VPS International Growth Fund *BlackRock Global Allocation VI Fund Columbia Marsico 21st Century Fund, Variable Series Columbia Marsico Growth Fund, Variable Series Columbia Marsico International Opportunities Fund, Variable Series *Fidelity VIP Balanced Portfolio Fidelity VIP Contrafund Portfolio *Fidelity VIP Freedom 2015 Portfolio *Fidelity VIP Freedom 2020 Portfolio Fidelity VIP Mid Cap Portfolio First Eagle Overseas Variable Fund Franklin Income Securities Fund Franklin Small Cap Value Securities Fund Franklin Strategic Income Securities Fund Lazard Retirement Emerging Markets Equity Portfolio Lord Abbett Series All Value Portfolio Lord Abbett Series Fund Growth Opportunities Portfolio MFS Bond Portfolio 	<p>The current list of available investment options.</p>

#	Field	Explanation of Variability
	MFS Core Equity Portfolio MFS Emerging Markets Portfolio MFS Government Securities Portfolio MFS International Growth Portfolio MFS International Value Portfolio MFS Research International Portfolio *MFS Total Return Portfolio MFS Utilities Portfolio MFS Value Portfolio Mutual Shares Securities Fund Oppenheimer Capital Appreciation Fund/VA Oppenheimer Global Securities Fund/VA PIMCO VIT CommodityRealReturn Strategy Portfolio PIMCO VIT Global Multi-Asset Portfolio Advisor Class PIMCO VIT Emerging Markets Bond Portfolio SC AIM Small Cap Growth Fund SC AllianceBernstein International Value Fund SC BlackRock Inflation Protected Bond Fund SC Davis Venture Value Fund SC Dreman Small Cap Value Fund SC Goldman Sachs Mid Cap Value Fund SC Goldman Sachs Short Duration Fund *SC Ibbotson Moderate Fund *SC Ibbotson Balanced Fund *SC Ibbotson Growth Fund SC Lord Abbett Growth & Income Fund SC Oppenheimer Large Cap Core Fund SC Oppenheimer Main Street Small Cap Fund SC PIMCO High Yield Fund SC PIMCO Total Return Fund SC WMC Blue Chip Mid Cap Fund SC WMC Large Cap Growth Fund Sun Capital Global Real Estate Fund Sun Capital Investment Grade Bond Fund Sun Capital Money Market Fund Templeton Growth Securities Fund Van Kampen LIT Comstock *Van Kampen's UIF Equity & Income Portfolio Van Kampen's UIF Mid Cap Growth Portfolio Van Kampen's UIF Mid Cap Value Portfolio * Designated Funds	

#	Field	Explanation of Variability
64	AllianceBernstein VPS Balanced Wealth Strategy Portfolio BlackRock Global Allocation VI Fund Fidelity VIP Balanced Portfolio Fidelity VIP Freedom 2015 Portfolio Fidelity VIP Freedom 2020 Portfolio MFS Total Return Portfolio SC Ibbotson Balanced Fund SC Ibbotson Growth Fund SC Ibbotson Moderate Fund Van Kampen's UIF Equity and Income Portfolio	The current list of available asset allocations.

**Statement of Variability* Dated 6-12-09
Form RCHII-09**

*Variability denoted on Form RCHII-09 by annotation and bracketing.

#	Field	Explanation of Variability
1	86-8600-123456	The 12-digit Contract Number assigned to a new Contract.
2	Non-Qualified or Qualified	The source of money as indicated on the application determines the contract type as Non-Qualified or Qualified plan under IRS code section 401, 403(b) or 408A.
3	John J Doe	The Owner's name as completed on the application or the text "As Shown on Application".
4	Mary J Doe	The Annuitant's name as completed on the application or the text "As shown on Application".
5	and Covered Person	The text "Covered Person" appears when the Owner and Annuitant is not the same person.
6	35	The Owner's age as completed on the application. Minimum age of 18 and maximum of 90.
7	35	The youngest Annuitant's age as completed on the application. Minimum age is 18 and maximum is 90.
8	February 1, 2002	The date of coverage on which the Contract becomes effective.
9	February 1, 2003	The anniversary date is one calendar year from the date of coverage.
10	\$100,000	The initial payment amount is not less than the minimum of \$10,000; \$5,000 if an IRA nor more than the maximum of \$2,000,000.
11	\$10,000	The current Minimum Initial Purchase Payment Amount is \$10,000. This amount may vary between a minimum of \$1,000 and a maximum of \$25,000 or if an IRA the minimum under the IRS guidelines, currently \$5,000.
12	Susan J. Doe (Daughter)	The beneficiary name and relationship as completed on the application or the text "As shown on the Application".
13	July 1, 2061	The date on which annuity payments may begin. The Annuity Commencement Date is determined by the Owner and may not be later than their 95 th birthday.
14	1 Year	The Initial Guarantee Period Year(s) is dependant on the Owner's fixed fund selection(s). This may vary between 1 and 10 Years. If no fixed fund is selected then the text "Not Elected" will appear.
15	4.5%	The Guaranteed Interest Rate is dependant on the fixed fund(s) selected. The rate may vary between 0% and 20%. If no fixed fund is selected then "N/A" will appear.
16	1%	The Minimum Guarantee Interest Rate may vary between 1% and 3%.
17	0%	The Market Value Adjustment may vary between 0% and the Maximum of 0.25%.
18	\$0	The current fee per transfer is \$0. The fee may vary between a minimum of \$0 to a maximum of \$15.

#	Field	Explanation of Variability
18.1	1.35%	The current basic charge is currently 1.35%. In the future this may vary between 0.25% and 3%
19	1.35%	The maximum basic charge is currently 1.35%. In the future this may vary between 0.25% to 3%.
20	Optional Death Benefit Charge	Optional Death Benefits are available with this product for an additional cost. If an optional Death Benefit is elected then this section will appear otherwise it will not.
21	0.20%	The current charge for an optional Death Benefit is dependant of the option elected. This may vary between the current charge of 0.20% and 0.40%
22	0.40%	The maximum charge for optional Death Benefit is dependant on the option elected. This may vary between a maximum charge of 0.05% and 1%.
23	1.55%	The current Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 1.35% and 1.75%.
24	1.75%	The maximum Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 0.30% and 4%.
25	1.35%	The Total Annual Asset Charge After Annuity Commencement Date may vary between 0.25% and the 3%.
26	seven	The current annual asset charge is currently guaranteed for seven Account Years. This may vary between one and ten years.
27	Optional Living Benefit Rider Fee:	This heading will print only if a living benefit option is elected and will precede the rider.
28	Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the [First] Account Anniversary as described in the Rider attached to your Contract.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
29	Last	The rider fee is deducted on the last valuation day of an Account Quarter. In the future this fee may be taken on the first valuation day of an Account Quarter.
30	Account Quarter	The Account Quarter is a three-month period beginning with the Contract's Date of Coverage. In the future we may use "Account Month" which is a one-month period beginning on the Contract's Date of Coverage, or "Account Year" which is a twelve-month period beginning on the Contract's Date of Coverage.
31	0.125%	The current fee for the Secured Returns for Life Plus rider is 0.125% This fee may vary between 0.0025% and 1%.

#	Field	Explanation of Variability
32	First	A Step Up election is allowed after the first Account Anniversary. This period may vary between the first Account Anniversary and the fifth Account Anniversary.
33	Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.1875%] x Retirement Asset Protector Benefit Base, each Account Quarter.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
34	0.1875%	The current fee for the Retirement Asset Protector rider is 0.1875% and may vary between from 0.0025% and 1%.
35	Retirement Income Escalator II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
36	0.2375% for single life	If the Retirement Income Escalator II rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
37	0.2875% for joint life	If the Retirement Income Escalator II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
38	Income ON Demand II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
39	0.1625% for single life	If the Income ON Demand II rider is elected then the current fee for the single life option is 0.1625%. This fee may vary between 0.0025% and 1%.
40	0.2125% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2125%. This fee may vary between 0.0025% and 1%.
41	Income ON Demand II Plus Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
42	0.2375% for single life	If the Income ON Demand II Plus rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
43	0.2875% for joint life	If the Income ON Demand Plus II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
44	Income ON Demand II Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
45	0.2375% for single life	If the Income ON Demand II Escalator rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.

#	Field	Explanation of Variability
46	0.2875% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
47	The greatest of 1, 2, or 3 ... "Amount of Death Benefit" provision.	If the age of the Covered Person is 85 or younger then the following text will appear "The greatest of 1, 2 or 3 shown in the "Amount of Death Benefit" provision". If the age of the Covered Person is 86 or older then the following text will appear "The value in 2 as shown in the "Amount of Death Benefit" provision".
47.1	Sun Income Riser Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
47.2	0.275% for single life	If the Sun Income Riser rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.
47.3	0.325% for joint life	If the Sun Income Riser rider is elected then the current fee for the joint life option is 0.325%. This fee may vary between 0.0025% and 1%.
47.4	Income ON Demand III Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
47.5	0.275% for single life	If the Income On Demand III E rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.
47.6	0.325% for joint life	If the Income On Demand III E rider is elected then the current fee for the joint life option is 0.325%. This fee may vary between 0.0025% and 1%.
48	Not Elected	Optional living benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected living benefit and reference to the corresponding rider is printed. See # below.
49	Secured Returns for Life Plus See description in Secured Returns for Life Plus Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
50	Retirement Asset Protector See description in Retirement Asset Protector Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
51	Retirement Income Escalator II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
52	Income ON Demand II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
53	Income ON Demand II Plus Rider Date	If the rider is elected then this section and the corresponding Rider Date is printed otherwise this section is blank
54	Income ON Demand II Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
54.1	Sun Income Riser Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank

#	Field	Explanation of Variability
54.2	Income ON Demand III Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed other this section is blank
55	Not Elected	Optional death benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected death benefit and its corresponding description is printed. See # below.
56	<p>Maximum Account Anniversary Value Benefit ("MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.</p>	If the benefit is elected then this section is printed otherwise this section is blank.
57	<p>5% Minimum Guarantee Benefit ("5% MB")</p> <p>The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p>	If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
58	<p>Earnings Enhancement Benefit Premier ("EEB Premier")</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount. Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p> <p>What are adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
59	<p>Earnings Enhancement Benefit Premier Plus (“EEB Premier Plus”)</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier Plus amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
60	<p>Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>
61	<p>Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:</p> <p>Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")</p> <p style="text-align: center;">Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	

#	Field	Explanation of Variability
62	<p>What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?</p> <p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.</p>	<p>If an optional death benefit is elected then this section is printed otherwise this section is blank.</p>
63	<p>*AllianceBernstein VPS Balanced Wealth Strategy Portfolio AllianceBernstein VPS International Growth Fund *BlackRock Global Allocation VI Fund Columbia Marsico 21st Century Fund, Variable Series Columbia Marsico Growth Fund, Variable Series Columbia Marsico International Opportunities Fund, Variable Series *Fidelity VIP Balanced Portfolio Fidelity VIP Contrafund Portfolio *Fidelity VIP Freedom 2015 Portfolio *Fidelity VIP Freedom 2020 Portfolio Fidelity VIP Mid Cap Portfolio First Eagle Overseas Variable Fund Franklin Income Securities Fund Franklin Small Cap Value Securities Fund Franklin Strategic Income Securities Fund Lazard Retirement Emerging Markets Equity Portfolio Lord Abbett Series All Value Portfolio Lord Abbett Series Fund Growth Opportunities Portfolio MFS Bond Portfolio</p>	<p>The current list of available investment options.</p>

#	Field	Explanation of Variability
	MFS Core Equity Portfolio MFS Emerging Markets Portfolio MFS Government Securities Portfolio MFS International Growth Portfolio MFS International Value Portfolio MFS Research International Portfolio *MFS Total Return Portfolio MFS Utilities Portfolio MFS Value Portfolio Mutual Shares Securities Fund Oppenheimer Capital Appreciation Fund/VA Oppenheimer Global Securities Fund/VA PIMCO VIT CommodityRealReturn Strategy Portfolio PIMCO VIT Global Multi-Asset Portfolio Advisor Class PIMCO VIT Emerging Markets Bond Portfolio SC AIM Small Cap Growth Fund SC AllianceBernstein International Value Fund SC BlackRock Inflation Protected Bond Fund SC Davis Venture Value Fund SC Dreman Small Cap Value Fund SC Goldman Sachs Mid Cap Value Fund SC Goldman Sachs Short Duration Fund *SC Ibbotson Moderate Fund *SC Ibbotson Balanced Fund *SC Ibbotson Growth Fund SC Lord Abbett Growth & Income Fund SC Oppenheimer Large Cap Core Fund SC Oppenheimer Main Street Small Cap Fund SC PIMCO High Yield Fund SC PIMCO Total Return Fund SC WMC Blue Chip Mid Cap Fund SC WMC Large Cap Growth Fund Sun Capital Global Real Estate Fund Sun Capital Investment Grade Bond Fund Sun Capital Money Market Fund Templeton Growth Securities Fund Van Kampen LIT Comstock *Van Kampen's UIF Equity & Income Portfolio Van Kampen's UIF Mid Cap Growth Portfolio Van Kampen's UIF Mid Cap Value Portfolio * Designated Funds	

#	Field	Explanation of Variability
64	AllianceBernstein VPS Balanced Wealth Strategy Portfolio BlackRock Global Allocation VI Fund Fidelity VIP Balanced Portfolio Fidelity VIP Freedom 2015 Portfolio Fidelity VIP Freedom 2020 Portfolio MFS Total Return Portfolio SC Ibbotson Balanced Fund SC Ibbotson Growth Fund SC Ibbotson Moderate Fund Van Kampen's UIF Equity and Income Portfolio	The current list of available asset allocations.

**Statement of Variability* Dated 6-12-09
Form RCHII-09**

*Variability denoted on Form RCHII-09 by annotation and bracketing.

#	Field	Explanation of Variability
1	86-8600-123456	The 12-digit Contract Number assigned to a new Contract.
2	Non-Qualified or Qualified	The source of money as indicated on the application determines the contract type as Non-Qualified or Qualified plan under IRS code section 401, 403(b) or 408A.
3	John J Doe	The Owner's name as completed on the application or the text "As Shown on Application".
4	Mary J Doe	The Annuitant's name as completed on the application or the text "As shown on Application".
5	and Covered Person	The text "Covered Person" appears when the Owner and Annuitant is not the same person.
6	35	The Owner's age as completed on the application. Minimum age of 18 and maximum of 90.
7	35	The youngest Annuitant's age as completed on the application. Minimum age is 18 and maximum is 90.
8	February 1, 2002	The date of coverage on which the Contract becomes effective.
9	February 1, 2003	The anniversary date is one calendar year from the date of coverage.
10	\$100,000	The initial payment amount is not less than the minimum of \$10,000; \$5,000 if an IRA nor more than the maximum of \$2,000,000.
11	\$10,000	The current Minimum Initial Purchase Payment Amount is \$10,000. This amount may vary between a minimum of \$1,000 and a maximum of \$25,000 or if an IRA the minimum under the IRS guidelines, currently \$5,000.
12	Susan J. Doe (Daughter)	The beneficiary name and relationship as completed on the application or the text "As shown on the Application".
13	July 1, 2061	The date on which annuity payments may begin. The Annuity Commencement Date is determined by the Owner and may not be later than their 95 th birthday.
14	1 Year	The Initial Guarantee Period Year(s) is dependant on the Owner's fixed fund selection(s). This may vary between 1 and 10 Years. If no fixed fund is selected then the text "Not Elected" will appear.
15	4.5%	The Guaranteed Interest Rate is dependant on the fixed fund(s) selected. The rate may vary between 0% and 20%. If no fixed fund is selected then "N/A" will appear.
16	1%	The Minimum Guarantee Interest Rate may vary between 1% and 3%.
17	0%	The Market Value Adjustment may vary between 0% and the Maximum of 0.25%.
18	\$0	The current fee per transfer is \$0. The fee may vary between a minimum of \$0 to a maximum of \$15.

#	Field	Explanation of Variability
18.1	1.35%	The current basic charge is currently 1.35%. In the future this may vary between 0.25% and 3%
19	1.35%	The maximum basic charge is currently 1.35%. In the future this may vary between 0.25% to 3%.
20	Optional Death Benefit Charge	Optional Death Benefits are available with this product for an additional cost. If an optional Death Benefit is elected then this section will appear otherwise it will not.
21	0.20%	The current charge for an optional Death Benefit is dependant of the option elected. This may vary between the current charge of 0.20% and 0.40%
22	0.40%	The maximum charge for optional Death Benefit is dependant on the option elected. This may vary between a maximum charge of 0.05% and 1%.
23	1.55%	The current Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 1.35% and 1.75%.
24	1.75%	The maximum Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 0.30% and 4%.
25	1.35%	The Total Annual Asset Charge After Annuity Commencement Date may vary between 0.25% and the 3%.
26	seven	The current annual asset charge is currently guaranteed for seven Account Years. This may vary between one and ten years.
27	Optional Living Benefit Rider Fee:	This heading will print only if a living benefit option is elected and will precede the rider.
28	Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the [First] Account Anniversary as described in the Rider attached to your Contract.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
29	Last	The rider fee is deducted on the last valuation day of an Account Quarter. In the future this fee may be taken on the first valuation day of an Account Quarter.
30	Account Quarter	The Account Quarter is a three-month period beginning with the Contract's Date of Coverage. In the future we may use "Account Month" which is a one-month period beginning on the Contract's Date of Coverage, or "Account Year" which is a twelve-month period beginning on the Contract's Date of Coverage.
31	0.125%	The current fee for the Secured Returns for Life Plus rider is 0.125% This fee may vary between 0.0025% and 1%.

#	Field	Explanation of Variability
32	First	A Step Up election is allowed after the first Account Anniversary. This period may vary between the first Account Anniversary and the fifth Account Anniversary.
33	Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter]. [0.1875%] x Retirement Asset Protector Benefit Base, each Account Quarter.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
34	0.1875%	The current fee for the Retirement Asset Protector rider is 0.1875% and may vary between from 0.0025% and 1%.
35	Retirement Income Escalator II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
36	0.2375% for single life	If the Retirement Income Escalator II rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
37	0.2875% for joint life	If the Retirement Income Escalator II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
38	Income ON Demand II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
39	0.1625% for single life	If the Income ON Demand II rider is elected then the current fee for the single life option is 0.1625%. This fee may vary between 0.0025% and 1%.
40	0.2125% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2125%. This fee may vary between 0.0025% and 1%.
41	Income ON Demand II Plus Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
42	0.2375% for single life	If the Income ON Demand II Plus rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
43	0.2875% for joint life	If the Income ON Demand Plus II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
44	Income ON Demand II Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
45	0.2375% for single life	If the Income ON Demand II Escalator rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.

#	Field	Explanation of Variability
46	0.2875% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
47	The greatest of 1, 2, or 3 ... "Amount of Death Benefit" provision.	If the age of the Covered Person is 85 or younger then the following text will appear "The greatest of 1, 2 or 3 shown in the "Amount of Death Benefit" provision". If the age of the Covered Person is 86 or older then the following text will appear "The value in 2 as shown in the "Amount of Death Benefit" provision".
47.1	Sun Income Riser Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
47.2	0.275% for single life	If the Sun Income Riser rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.
47.3	0.325% for joint life	If the Sun Income Riser rider is elected then the current fee for the joint life option is 0.325%. This fee may vary between 0.0025% and 1%.
47.4	Income ON Demand III Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
47.5	0.275% for single life	If the Income On Demand III E rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.
47.6	0.325% for joint life	If the Income On Demand III E rider is elected then the current fee for the joint life option is 0.325%. This fee may vary between 0.0025% and 1%.
48	Not Elected	Optional living benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected living benefit and reference to the corresponding rider is printed. See # below.
49	Secured Returns for Life Plus See description in Secured Returns for Life Plus Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
50	Retirement Asset Protector See description in Retirement Asset Protector Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
51	Retirement Income Escalator II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
52	Income ON Demand II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
53	Income ON Demand II Plus Rider Date	If the rider is elected then this section and the corresponding Rider Date is printed otherwise this section is blank
54	Income ON Demand II Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
54.1	Sun Income Riser Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank

#	Field	Explanation of Variability
54.2	Income ON Demand III Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed other this section is blank
55	Not Elected	Optional death benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected death benefit and its corresponding description is printed. See # below.
56	<p>Maximum Account Anniversary Value Benefit ("MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.</p>	If the benefit is elected then this section is printed otherwise this section is blank.
57	<p>5% Minimum Guarantee Benefit ("5% MB")</p> <p>The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p>	If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
58	<p>Earnings Enhancement Benefit Premier ("EEB Premier")</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount. Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p> <p>What are adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
59	<p>Earnings Enhancement Benefit Premier Plus (“EEB Premier Plus”)</p> <p>The Basic Death Benefit plus If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85th birthday will proportionally reduce the EEB Premier Plus amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
60	<p>Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81st birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>
61	<p>Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:</p> <p>Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80th birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")</p> <p style="text-align: center;">Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85th birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	

#	Field	Explanation of Variability
62	<p>What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?</p> <p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.</p>	<p>If an optional death benefit is elected then this section is printed otherwise this section is blank.</p>
63	<p>*AllianceBernstein VPS Balanced Wealth Strategy Portfolio AllianceBernstein VPS International Growth Fund *BlackRock Global Allocation VI Fund Columbia Marsico 21st Century Fund, Variable Series Columbia Marsico Growth Fund, Variable Series Columbia Marsico International Opportunities Fund, Variable Series *Fidelity VIP Balanced Portfolio Fidelity VIP Contrafund Portfolio *Fidelity VIP Freedom 2015 Portfolio *Fidelity VIP Freedom 2020 Portfolio Fidelity VIP Mid Cap Portfolio First Eagle Overseas Variable Fund Franklin Income Securities Fund Franklin Small Cap Value Securities Fund Franklin Strategic Income Securities Fund Lazard Retirement Emerging Markets Equity Portfolio Lord Abbett Series All Value Portfolio Lord Abbett Series Fund Growth Opportunities Portfolio MFS Bond Portfolio</p>	<p>The current list of available investment options.</p>

#	Field	Explanation of Variability
	MFS Core Equity Portfolio MFS Emerging Markets Portfolio MFS Government Securities Portfolio MFS International Growth Portfolio MFS International Value Portfolio MFS Research International Portfolio *MFS Total Return Portfolio MFS Utilities Portfolio MFS Value Portfolio Mutual Shares Securities Fund Oppenheimer Capital Appreciation Fund/VA Oppenheimer Global Securities Fund/VA PIMCO VIT CommodityRealReturn Strategy Portfolio PIMCO VIT Global Multi-Asset Portfolio Advisor Class PIMCO VIT Emerging Markets Bond Portfolio SC AIM Small Cap Growth Fund SC AllianceBernstein International Value Fund SC BlackRock Inflation Protected Bond Fund SC Davis Venture Value Fund SC Dreman Small Cap Value Fund SC Goldman Sachs Mid Cap Value Fund SC Goldman Sachs Short Duration Fund *SC Ibbotson Moderate Fund *SC Ibbotson Balanced Fund *SC Ibbotson Growth Fund SC Lord Abbett Growth & Income Fund SC Oppenheimer Large Cap Core Fund SC Oppenheimer Main Street Small Cap Fund SC PIMCO High Yield Fund SC PIMCO Total Return Fund SC WMC Blue Chip Mid Cap Fund SC WMC Large Cap Growth Fund Sun Capital Global Real Estate Fund Sun Capital Investment Grade Bond Fund Sun Capital Money Market Fund Templeton Growth Securities Fund Van Kampen LIT Comstock *Van Kampen's UIF Equity & Income Portfolio Van Kampen's UIF Mid Cap Growth Portfolio Van Kampen's UIF Mid Cap Value Portfolio * Designated Funds	

#	Field	Explanation of Variability
64	AllianceBernstein VPS Balanced Wealth Strategy Portfolio BlackRock Global Allocation VI Fund Fidelity VIP Balanced Portfolio Fidelity VIP Freedom 2015 Portfolio Fidelity VIP Freedom 2020 Portfolio MFS Total Return Portfolio SC Ibbotson Balanced Fund SC Ibbotson Growth Fund SC Ibbotson Moderate Fund Van Kampen's UIF Equity and Income Portfolio	The current list of available asset allocations.

**Sun Life Assurance Company of Canada (U.S.)
Memorandum of Variable Material**

Form Number: IOD-III-E

Revision Date: 6-10-09

Variability denoted by bracketing and annotation

#	Variable Field	Variable Description														
1	Income ON Demand III Escalator	The marketing name of the rider. The name may vary only to the extent that there are future changes to the rider as noted in this statement.														
2	59	The age at which we determine the First Withdrawal Date. In the future the age may range from 40 to 95.														
3	Quarter	The frequency used to determine the Account period. In the future the future the frequency may range from Day, Month to Year.														
4	three-month	The definition of Quarter. In the future if the frequency changes to Day, then the definition will display as one-day. In the future if the frequency changes to Month, then the definition will display as one-month. If in the future the frequency changes to Year, then the definition will display as twelve-month.														
5	50, 50 th	The age at which we determine the Stored Income Period to begin. In the future the age may range from 40 to 85.														
6	first year	Currently we only accept additional payments during the first year following the Rider Date. In the future, the period may vary from the first year to the tenth year following the Rider Date.														
7	<table border="1" style="margin-left: 20px;"> <tr> <td>[50 - 64</td> <td>[4%</td> </tr> <tr> <td>65 - 79</td> <td>5%</td> </tr> <tr> <td>80 and older]</td> <td>6%]</td> </tr> </table>	[50 - 64	[4%	65 - 79	5%	80 and older]	6%]	<p>Lifetime Withdrawal Percentages are determined based on the Owner's attained age at the time of their first withdrawal. Each age has a corresponding Lifetime Withdrawal Percentage. Currently there are three tiers:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Owner Age</th> <th>Lifetime Withdrawal Percentage</th> </tr> </thead> <tbody> <tr> <td>[50 - 64</td> <td>[4%</td> </tr> <tr> <td>65 - 79</td> <td>5%</td> </tr> <tr> <td>80 and older]</td> <td>6%]</td> </tr> </tbody> </table> <p>In the future the number of tiers may range from 1 to 20, the ages may range from 20 to 100 and the percentages may range from 1% to 20%.</p>	Owner Age	Lifetime Withdrawal Percentage	[50 - 64	[4%	65 - 79	5%	80 and older]	6%]
[50 - 64	[4%															
65 - 79	5%															
80 and older]	6%]															
Owner Age	Lifetime Withdrawal Percentage															
[50 - 64	[4%															
65 - 79	5%															
80 and older]	6%]															
8	\$5,000,000	The current maximum Account Value is \$5,000,000. In the future the maximum may range from \$1M to \$10M.														
9	President Name and Signature	This is the current President's name and signature and will change as the officer changes.														

**Sun Life Assurance Company of Canada (U.S.)
Memorandum of Variable Material**

Form Number: VA-SIR
Revision Date: 6-10-09

Variability denoted by bracketing and annotation

#	Variable Field	Variable Description														
1	Sun Income Riser	The current marketing name of the rider. The name may vary only to the extent that there are future changes to the rider as noted in this statement.														
2	ten	The bonus period is currently available for a ten year period. In the future the bonus period may range from one to fifty year period.														
3	59	The age the rider coverage becomes effective. In the future the age may range from 40 to 95.														
4	Quarter	The frequency used to determine the Account period. In the future the frequency may range from Day, Month to Year.														
5	three-month	The definition of Quarter. In the future if the frequency changes to Day then the definition will display as one-day. In the future if the frequency changes to Month then the definition will display as one-month. If in the future the frequency changes to Year then the definition will display as twelve-month.														
6	<table border="1" style="margin-left: 20px;"> <tr> <td>[59 - 64</td> <td>[4%</td> </tr> <tr> <td>65 - 79</td> <td>5%</td> </tr> <tr> <td>80 and older]</td> <td>6%]</td> </tr> </table>	[59 - 64	[4%	65 - 79	5%	80 and older]	6%]	<p>Lifetime Withdrawal Percentages are determined based on the Owner's attained age at the time of their first withdrawal. Each age has a corresponding Lifetime Withdrawal Percentage. Currently there are three tiers:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Owner Age</th> <th>Lifetime Withdrawal Percentage</th> </tr> </thead> <tbody> <tr> <td>[59 - 64</td> <td>[4%</td> </tr> <tr> <td>65 - 79</td> <td>5%</td> </tr> <tr> <td>80 and older]</td> <td>6%]</td> </tr> </tbody> </table> <p>In the future the number of tiers may range from 1 to 20, the ages may range from 20 to 100 and the percentages from 1% to 10%.</p>	Owner Age	Lifetime Withdrawal Percentage	[59 - 64	[4%	65 - 79	5%	80 and older]	6%]
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Owner Age	Lifetime Withdrawal Percentage															
[59 - 64	[4%															
65 - 79	5%															
80 and older]	6%]															
7	first year	Currently we only accept additional payments during the first year following the Rider Date. In the future the period may vary from the first year to the tenth year following the Rider Date.														
8	6%	The current bonus percentage is 6%. In the future the percentage may range from 1% to 20%														
9	end of that Rider Year	The time at which we apply the bonus to the Withdrawal Benefit Base. In the future this time may range from every second Account Year up to every tenth Account Year.														
10	6%	The percentage of the Bonus Base used in the calculation to determine if the step-up amount will apply. In the future this percentage may range from 1% to 20%.														
11	\$5,000,000	The current maximum Account Value is \$5,000,000. In the future the maximum may range from \$1M to \$10M.														
12	President Name and Signature	This is the current President's name and signature and will change as the officer changes.														