

SERFF Tracking Number: PACL-126272908 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number: 43556
Company Tracking Number: 10-1170
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Individual Flexible Premium Deferred Variable Annuity Contract and Application
Project Name/Number: Individual Flexible Premium Deferred Variable Annuity Contract and Application/10-1170

Filing at a Glance

Company: Pacific Life Insurance Company
Product Name: Individual Flexible Premium Deferred Variable Annuity Contract and Application
TOI: A03I Individual Annuities - Deferred Variable
Sub-TOI: A03I.002 Flexible Premium
Filing Type: Form
SERFF Tr Num: PACL-126272908 State: Arkansas
SERFF Status: Closed-Approved-Closed
Co Tr Num: 10-1170
State Tr Num: 43556
State Status: Approved-Closed
Reviewer(s): Linda Bird
Disposition Date: 09/28/2009
Authors: Larry Gardner, Maysy Vang, Brian Deleget, Karen Givens
Date Submitted: 09/21/2009
Disposition Status: Approved-Closed
Implementation Date Requested: On Approval
Implementation Date:
State Filing Description:

General Information

Project Name: Individual Flexible Premium Deferred Variable Annuity Contract and Application
Project Number: 10-1170
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 09/28/2009
Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Individual
Group Market Size:
Group Market Type:
Explanation for Other Group Market Type:
State Status Changed: 09/28/2009
Created By: Maysy Vang
Corresponding Filing Tracking Number:
Deemer Date:
Submitted By: Maysy Vang
Filing Description:
August 24, 2009 NAIC: 67466
FEIN: 95-079000

To the Individual Life Insurance Department of Arkansas

SERFF Tracking Number: PACL-126272908 State: Arkansas
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We are submitting the following forms for approval in your state:

Form Number Form Description

10-1170 Individual Flexible Premium Deferred Variable Annuity Contract

25-1170 Variable Annuity Application

The forms submitted are new and do not replace any previously approved forms.

Individual Flexible Premium Deferred Variable Annuity Contract (10-1170)

The Contract is an individual, variable, non-participating, flexible premium deferred annuity contract. The contract does not contain any surrender charges. There is a sales charge assessed at the time of each payment to the Contract. A contract owner can qualify for a lower sales charge by committing to invest additional payments within 13 months from the Contract Date. Withdrawals, partial or full, are allowed.

Contract issue ages are 0 through 85.

A death benefit is payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while the contract is in force.

Annuity payments may be paid on a fixed or variable annuity basis under any of the Annuity Options provided under the contract or allowed by us.

There are no unusual features contained in the Contract.

Variable Annuity Application (25-1170)

This is the application form that will be used to apply for the Contract.

Qualified Plan Riders

The contract will be marketed through licensed producers of the Company to fund non-qualified annuities and tax-qualified retirement plans and programs under Internal Revenue Code Sections 401(a), 401(k), 403(b) and 408(b), including but not limited to, SEP-IRAs, Simple IRAs, Roth IRAs and 457. In such cases one of the following previously approved riders will be attached to the contract at issue.

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Form Number - Form Description - Date Approved

20-14200 - Qualified Retirement Plan Rider - 12/27/2001
20-1156 - 403(b) Tax Sheltered Annuity Rider - 8/22/2008
20-18900 - Individual Retirement Annuity (IRA) Rider - 12/20/2002
20-19000 - Roth Individual Retirement Annuity Rider - 12/20/2002
20-19100 - Simple Individual Retirement Annuity Rider - 12/20/2002
24-123799 - Section 457 Rider - 11/10/1999

Product Rider

The following product rider, previously approved by the Department, will be available for the contract submitted. This rider will automatically be attached to the contract when issued.

Form Number - Form Description - Date Approved

20-1103 - DCA Plus Fixed Option Rider - 6/11/2003

Optional Riders

The following optional riders, once approved, will be available for the contract submitted. From time to time, we may add new optional riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional rider added to this section will only be those optional riders that the Department has previously approved. These riders provide benefits in addition to those provided under the basic contract for an additional charge.

Form Number - Form Description - Date Approved

20-1172 - Stepped-Up Death Benefit Rider - Pending
20-1153 - Guaranteed Withdrawal Benefit III Rider - 7/10/2008

Statement of Variability

The forms submitted have been completed in John Doe fashion. Bracketed matter shown on the Application and Contract are subject to change. The accompanying Statement of Variability provides an explanation of the variable items applicable to these forms.

The forms submitted:

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- are exempt from flesch score readability requirements as they are securities subject to federal jurisdiction;
- have been filed with the Nebraska Department of Insurance (our state of domicile) and with the Securities and Exchange Commission;
- are in final print and subject to only minor modification in paper size, stock, ink, border, Company logo and adaptation to electronic media or computer printing.

All required transmittals, checklists, certifications and/or filing fees are included in this submission.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

Should you have any questions or require additional information, please call toll-free 1-866-746-2724 ext. 3281.

Sincerely,

Karen Givens, J.D.
Sr. Compliance Analyst
Annuities & Mutual Funds
Email: amfproduct.filing@pacificlifec.com

Company and Contact

Filing Contact Information

Maysy Vang, Compliance Analyst
700 Newport Center Drive
Newport Beach, CA 92660

Mvang@pacificlifec.com
949-219-6907 [Phone]
949-219-0579 [FAX]

Filing Company Information

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660-6397
(800) 722-2333 ext. [Phone]

CoCode: 67466
Group Code: 709
Group Name:
FEIN Number: 95-1079000

State of Domicile: Nebraska
Company Type: Annuities
State ID Number:

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Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$50.00	09/21/2009	30704057

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/28/2009	09/28/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Individual Flexible Premium Deferred Variable Annuity Contract	Karen Givens	09/23/2009	09/23/2009
Form	Individual Flexible Premium Deferred Variable Annuity Contract	Maysy Vang	09/23/2009	09/23/2009
Supporting Document	Statement of Variability	Maysy Vang	09/23/2009	09/23/2009
Form	Individual Flexible Premium Deferred Variable Annuity Contract	Maysy Vang	09/22/2009	09/22/2009

SERFF Tracking Number: PACL-126272908 State: Arkansas
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Company Tracking Number: 10-1170
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Individual Flexible Premium Deferred Variable Annuity Contract and Application
Project Name/Number: Individual Flexible Premium Deferred Variable Annuity Contract and Application/10-1170

Disposition

Disposition Date: 09/28/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-126272908 State: Arkansas
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 Product Name: Individual Flexible Premium Deferred Variable Annuity Contract and Application
 Project Name/Number: Individual Flexible Premium Deferred Variable Annuity Contract and Application/10-1170

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	CERTIFICATIONS		Yes
Supporting Document (revised)	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Form (revised)	Individual Flexible Premium Deferred Variable Annuity Contract		Yes
Form	Individual Flexible Premium Deferred Variable Annuity Contract	Replaced	Yes
Form	Individual Flexible Premium Deferred Variable Annuity Contract	Replaced	Yes
Form	Individual Flexible Premium Deferred Variable Annuity Contract	Replaced	Yes
Form	Variable Annuity Application		Yes

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Amendment Letter

Submitted Date: 09/23/2009

Comments:

Further revision

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
10-1170	Policy/Contract/Fraternal Certificate	Individual Flexible Premium Deferred Variable Annuity Contract	Initial				0.000	P1170 9.23.pdf

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Amendment Letter

Submitted Date: 09/23/2009

Comments:

Amendment to the Specification Page 3 and the Statement of Variability.

Specification Page 3 - updated the withdrawal charge schedule with the sales charge schedule and a revised Statement of Variability.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
10-1170	Policy/Contract/Fraternal Certificate	Individual Flexible Premium Deferred Variable Annuity Contract	Initial				0.000	P1170 9.23.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Statement of Variability

Comment:

SOV1170 9.23.pdf

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Amendment Letter

Submitted Date: 09/22/2009

Comments:

formatting page numbers.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
10-1170	Policy/Contract/Fraternal Certificate	Individual Flexible Premium Deferred Variable Annuity Contract	Initial				0.000	P1170.pdf

SERFF Tracking Number: PACL-126272908 State: Arkansas
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Form Schedule

Lead Form Number: 10-1170

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	10-1170	Policy/Contract/Fraternal Certificate Contract	Initial		0.000	P1170 9.23.pdf
	25-1170	Application/Variable Annuity Enrollment Form	Initial		0.000	25-1170.pdf



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448

READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**").

We agree to pay the benefits provided under this Contract, subject to its provisions.

We have issued this Contract in consideration of the application and payment of the Initial Purchase Payment.

BENEFITS AND VALUES PROVIDED UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO A DOLLAR AMOUNT. THE DETAILS OF THE VARIABLE PROVISIONS BEGIN ON PAGE 10.

Right to Cancel – You may return this Contract within [ten (10)] days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any Sales Charges, charges for premium taxes and/or other taxes that were deducted from the Contract Value.

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

PACIFIC LIFE INSURANCE COMPANY

Chairman and Chief Executive Officer

Secretary

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Annuities Payable in Variable and Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating

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CONTRACT SPECIFICATIONS

Contract Data

Contract Number:	[VA99999999]	Contract Date:	[01-01-2009]
Contract Type:	[Non-Qualified]	Initial Purchase Payment:	[\$500,000]
Minimum Purchase Payment Amount:	[\$10,000]	Maximum Purchase Payment Amount Without Home Office Approval:	[\$1,000,000]
Owner(s):	[John Doe] [Jane Doe]		
Annuitant(s):	[John Doe] [Jane Doe]	Annuitant's Age:	[35] [35]
Annuity Date:	[01-01-2027]	Annuitant's Sex:	[Male] [Female]

Fees & Charges

M&E Risk Charge 0.60%
Administrative Fee 0.15%
Annual Fee \$30.00

Sales Charge Schedule

Cumulative Value*	Maximum Sales Charge as a Percentage of Purchase Payment
[Under \$50,000]	[5.5%]
[\$50,000 - \$99,999]	[4.5%]
[\$100,000 - \$249,999]	[3.5%]
[\$250,000 - \$499,999]	[2.5%]
[\$500,000 - \$999,999]	[2.0%]
[\$1,000,000 or more]	[0.5%]

*Cumulative Value means the greater of the following as of the day we receive the Purchase Payment:

1. Current Purchase Payment plus the prior Business Day's ending Contract Value; or
2. Total Purchase Payments minus any withdrawals.

Cumulative Value may also be increased by the amount indicated in your LOI.

Optional Riders

<u>Name</u>	<u>Annual Charge %</u>	<u>Maximum Annual Charge %</u>
[Stepped-Up Death Benefit Rider]	0.20%	0.20%
[Guaranteed Withdrawal Benefit III Rider]	0.95%	1.50%

For a complete description of the charges, fees and deductions shown above and other applicable fees and charges, refer to the **Charges, Fees and Deductions** section of the Contract or the Annual Charge provision of the Optional Rider(s) shown above, if applicable.

Investment Options

[Small-Cap Growth]	[Diversified Bond]	[Small-Cap Equity]	[Mid-Cap Growth]
[International Value]	[Growth LT]	[Small-Cap Value]	[Real Estate]
[International Small-Cap]	[Focused 30]	[Main Street Core]	[VPS Balanced
[Mid-Cap Value]	[Large-Cap Growth]	[Emerging Markets]	Wealth Strategy
[Equity Index]	[International Large-	[Managed Bond]	Portfolio]
[Small-Cap Index]	Cap]	[Inflation Managed]	[Global Allocation V.I.
[Diversified Research]	[Mid-Cap Equity]	[Money Market]	Fund]
[American Funds Growth-	[Large-Cap Value]	[High Yield Bond]	[Pacific Dynamix –
Income]	[Comstock]	[American Funds	Conservative Growth]
[American Funds Growth]	[GE Investments Total	Asset Allocation]	[Pacific Dynamix –
[Short Duration Bond]	Return Fund]	[VIP Founding	Growth]
[LIT Global Tactical Asset	[AIM V.I. PowerShares	Funds Allocation	[Pacific Dynamix –
Allocation Portfolio]	ETF Allocation Fund]	Fund]	Moderate Growth]

DCA Plus Fixed Option Guarantee Terms and Rates

6 Mos. [4.00%]*

12 Mos. [3.00%]*

*Minimum Guaranteed Interest Rate is 3.00% per year.

Service Center

Send Forms and written requests to:

Pacific Life Insurance Company

P.O. Box 2378

Omaha, Nebraska 68103-2378

Send Payments to:

Pacific Life Insurance Company

P.O. Box 2290

Omaha, Nebraska 68103-2290

Toll-Free Number for Contract Owners: [1-800-722-4448] (between 6 a.m. - 5 p.m., Pacific Time)

Toll-Free Number for Registered Representatives: [1-877-441-2357] (between 6 a.m. - 5 p.m., Pacific Time)

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints.

DEFINITION OF TERMS

Account Value – The amount of the Contract Value allocated to any one of the Investment Options.

Add-In Amount – The amount added by us, if applicable, to the Contract Value on the Notice Date to set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit.

Age – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

Annuitant – The person you name on whose life annuity payments may be determined. An Annuitant's life may also be used to determine certain increases in death benefits and to determine the Annuity Date. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be under Age 86 as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or change or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

Annuity Date ("Annuity Start Date") – The date shown in the Contract Specifications, or the date you later elect, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

Annuity Options – Income options available for a series of payments after the Annuity Date.

Beneficiary – The person you name who may receive any death benefit proceeds or any remaining annuity benefits in accordance with the provisions of this Contract.

Business Day – Any day on which the value of an amount invested in a Subaccount is required to be determined by applicable law which currently includes each day that both the New York Stock Exchange is open for trading and our administrative offices are open. If any transaction or event under this Contract is scheduled to occur on a day that does not exist in a given calendar period, or on a day that is not a Business Day, such transaction or event will be deemed to occur on the next following Business Day, unless otherwise stated.

Calendar Year – A one-year period beginning January 1 and ending December 31.

Code – The Internal Revenue Code of 1986, as amended.

Contingent Annuitant – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must be under Age 86 as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must be under Age 86 at the time of such change or addition. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

Contingent Beneficiary – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

Contract Anniversary – The same date, in each subsequent year, as the Contract Date.

Contract Date – The date we issued this Contract, as shown in the Contract Specifications. Contract Years, Contract Anniversaries, Contract Semiannual Periods, Contract Quarters and Contract Months are measured from the Contract Date.

Contract Debt – As of the end of any Business Day, the principal amount you have outstanding on any loan under this Contract, plus any accrued and unpaid interest.

Contract Value – As of the end of any Business Day, the Contract Value is equal to the sum of the Variable Account Value plus any Loan Account Value.

General Account – The General Account consists of our assets, other than those assets allocated to Separate Account A or to any of our other separate accounts.

Investment Option – A Variable Account offered under the Contract.

Loan Account Value – The amount, including any interest accrued, held in the Loan Account to secure any Contract Debt.

Net Contract Value – The Contract Value less any Contract Debt.

Net Purchase Payment – The Purchase Payment reduced by any applicable Sales Charge, premium taxes and/or other taxes.

Non-Natural Owner – A corporation or other entity that is not a (natural) person.

Non-Qualified Contract – A Contract other than a Qualified Contract.

Notice Date – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of death benefit proceeds.

Owner – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners ("Joint Owners"). Any named Owner must be under Age 86 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must be under Age 86 at the time of such change or addition.

Primary Annuitant – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

Purchase Payment – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity ("IRA") or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

SEC – Securities and Exchange Commission.

Separate Account or Separate Account A – The Company's Separate Account, registered as a unit investment trust under the Investment Company Act of 1940, as amended ("1940 Act").

Service Center – Our mailing address shown in the Contract Specifications. We will notify you of any change in our mailing address.

Subaccount – An investment division of the Separate Account. Each Subaccount, (a "Variable Investment Option" or "Variable Account") invests its assets in a separate series or class of shares of a designated investment company.

Subaccount Annuity Unit ("Annuity Units") – Annuity Units are used to measure variation in variable annuity payments. The amount of each variable annuity payment (after the first payment) will vary with the value and number of the Annuity Units in each Subaccount.

Subaccount Unit – Subaccount Units are used to measure the Variable Account Value in that Subaccount.

Unit Value – The value of a Subaccount Unit ("Subaccount Unit Value") or Subaccount Annuity Unit ("Subaccount Annuity Unit Value"). The Unit Value of any Subaccount is subject to change on any Business Day. The fluctuations in value reflect investment results and daily deductions for the mortality and expense risk charge and administrative fee. Changes in Subaccount Annuity Unit Values also reflect an additional adjustment factor that corrects for an assumed investment return. The Unit Value of a Subaccount Unit and of a Subaccount Annuity Unit are determined each Business Day.

Variable Account (“Variable Investment Option”) – A Subaccount of the Separate Account or any separate account of ours which is available under the Contract in which the assets of the Company are segregated from the assets in our General Account and from the assets in our other separate accounts.

Variable Account Value (“Subaccount Value”) – The aggregate amount of the Contract Value allocated to the Variable Accounts.

You and Your – The person or persons named as Owner(s) in the Contract Specifications. If there are Joint Owners, you and your mean both Joint Owners.

GENERAL PROVISIONS

Report to Owner(s) – At least once per year prior to the Annuity Date, we will provide you with a report that will show the Contract Value, any Purchase Payments received, loan repayments (if applicable), transfers, withdrawals, and/or charges and/or fees incurred since the last report, and any other information that may be required. After the Annuity Date, we will provide you with any information that may be required.

Payments, Instructions and Requests – Unless this Contract provides otherwise, all Purchase Payments, loan repayments (if applicable), instructions and requests must be received in a form satisfactory to us at our Service Center. Any subsequent Purchase Payments, loan repayments (if applicable) and requests for loans (if applicable), transfers or withdrawals received by us on any Business Day usually will be processed the same Business Day, unless the transaction or event is scheduled to occur on another day.

Generally, all other instructions and requests normally will be effective as of the end of the Business Day following the day such instructions and requests are received, in a form satisfactory to us, unless the transaction or event is scheduled to occur on another day. We may require that you provide signature guarantees or other safeguards for any instruction, request or other document you may send to our Service Center. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

Entire Contract – This Contract, the attached application and any attached riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

Contract Modifications – Modifications to this Contract or any waiver of our rights or requirements under this Contract can only be made if in writing by an authorized officer of the Company. This Contract is intended to qualify as an annuity contract for federal income tax purposes. In addition, if this Contract is a Qualified Contract, this Contract is intended to qualify as part of a Qualified Plan. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract without the Owner's consent (except in those states where Owner's consent is required) and/or our administrative procedures to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.

Basis of Values – A detailed statement showing how values are determined has been filed with the state insurance departments. All values and reserves are at least equal to those required by the laws of the state in which this Contract is delivered.

Claims of Creditors – The Contract Value and other benefits under this Contract are exempt from the claims of creditors to the extent permitted by law.

Removal of Beneficiary or Contingent Annuitant – You may remove a Beneficiary or Contingent Annuitant from this Contract by providing written instructions satisfactory to us to our Service Center.

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law.

Assignment – You may assign all rights and benefits under this Contract before the Annuity Date. We are not bound by any assignment until we have received at our Service Center written notice satisfactory to us and we record the assignment. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

Delay of Payments – Generally, we will pay any amounts due from the Contract within seven (7) days after our receipt of the request, in a form satisfactory to us. Payments or transfers to or from a Variable Account may be delayed after our receipt of the request under certain circumstances. These include:

- a closing of the New York Stock Exchange other than on a regular holiday or weekend;
- a trading restriction by the SEC; or
- an emergency declared by the SEC.

We may delay payments or transfers from our General Account (which would include payment of the withdrawal proceeds, loans, fixed annuity payments and lump sum death benefit payments, unless state law requires otherwise) for up to six (6) months after the requested effective date of the transaction. Any amount delayed, so long as it is held under the General Account, will earn interest at a minimum annual rate of 3%.

If you make any Purchase Payment by check, other than a cashier's check, we may delay making payments to you until your check has cleared.

Incontestability – After this Contract has been issued, we will not contest the validity of this Contract other than for misstatement of age, sex or identity.

Misstatement of Age and/or Sex – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit proceeds are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit proceeds on the Annuitant's or Owner's correct Age and/or sex.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex (or both) of the Annuitant is incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started and we have made overpayments, we will deduct the amount of the overpayment, with interest at 3% per year, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at 3% per year, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

Proof of Life or Death – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

Withholding Taxes – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

Non-Participating – This Contract is classified as a non-participating contract. It does not participate in our profits or surplus, and therefore no dividends are payable.

PURCHASE PAYMENTS

Initial Purchase Payment – This Contract will not be in force until we receive at our Service Center the initial Purchase Payment. The initial Purchase Payment is shown in the Contract Specifications and does not reflect the deduction of the applicable Sales Charge, any applicable premium taxes and/or other taxes.

Additional Purchase Payments – You may make additional Purchase Payments at any time before the Annuity Date, while the Annuitant is living and this Contract is in force. Each additional Purchase Payment must be at least \$250 for Non-Qualified Contracts and \$50 for Qualified Contracts. We may limit the amount of any single Purchase Payment. A single Purchase Payment or the aggregate of all Purchase Payments may not exceed the Maximum Purchase Payment amount shown in the Contract Specifications without our approval.

Purchase Payments are payable in U.S. dollars at our Service Center. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared.

Letter of Intent (LOI) – You may commit to invest additional Purchase Payments within 13 months from the Contract Date through a LOI in order to qualify you for a lower initial Sales Charge. See the **Sales Charge** provision for an explanation of determining the appropriate Sales Charge when a LOI is involved.

If, after 13 months from the Contract Date, the total additional Purchase Payments applied to the Contract are less than the amount indicated in your LOI, we will deduct from the Contract Value an adjustment to the Sales Charge, where the adjustment is the difference between (1) and (2) below:

- (1) the Sales Charge applicable for the amount of total additional Purchase Payments applied to the Contract; and
- (2) the Sales Charge assessed for the initial Purchase Payment plus the amount indicated in the LOI.

If, prior to the end of the 13th month from the Contract Date, your Contract terminates, you annuitize your Contract or you die and the total additional Purchase Payments applied to the Contract are less than the amount indicated in your LOI, we will deduct from the Contract Value an adjustment to the Sales Charge, where the adjustment is the difference between (1) and (2) below:

- (1) the Sales Charge applicable for the amount of total additional Purchase Payments applied to the Contract; and
- (2) the Sales Charge assessed for the initial Purchase Payment plus the amount indicated in the LOI.

We reserve the right to modify, suspend or terminate this program at any time.

Purchase Payment Allocation – Prior to the Annuity Date, you may allocate all or part of your Net Purchase Payments to one or more of the Investment Options available under this Contract. The Investment Options available on the Contract Date are shown in the Contract Specifications.

You may change the Purchase Payment allocation by providing us with instructions in a form satisfactory to us. We will allocate any Net Purchase Payment according to your most recent allocation instructions. We may reject any instruction or Purchase Payment if your instructions are not clear and we cannot determine your allocation instructions.

Allocations During the Right to Cancel Period – We will allocate the initial Net Purchase Payment in accordance with your most recent allocation instructions.

Minimum Investment Option Value – We reserve the right to require that, as a result of any allocation to an Investment Option, any transfer, or any withdrawal, the remaining Account Value in any Investment Option must be at least \$500.

We also reserve the right to transfer any remaining Account Value that does not meet such minimum amount to your other Investment Options on a pro rata basis relative to your most recent allocation instructions for those Investment Options.

VARIABLE INVESTMENT OPTIONS

Variable Investment Options – The Variable Investment Options consist of Subaccounts of the Separate Account. The available Subaccounts as of the Contract Date are shown in the Contract Specifications.

Separate Account – We established the Separate Account under the laws of the state of California. The Separate Account is maintained under the laws of our state of domicile. Any income, gains or losses (whether or not realized) from the assets of each Variable Account are credited or charged against such Variable Account without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this Contract and other variable annuity contracts. Assets may be put in our Separate Account for other purposes, but not to support contracts other than variable annuity contracts. The assets of our Separate Account are our property. The portion of the Separate Account assets equal to the reserves and other Contract liabilities with respect to each Variable Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a separate account in excess of the reserves and other liabilities with respect to its Variable Accounts to another separate account or to our General Account. All obligations arising under the Contract are our general corporate obligations. We do not hold ourselves out to be trustees of the Separate Account assets.

We reserve the right, subject to compliance with the law then in effect, and after any required regulatory approval, to:

- cease offering any Subaccount;
- add or change designated investment companies or their portfolios, or other investment vehicles;
- add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account or any Variable Account;
- permit conversion or exchanges between portfolios and/or classes of contracts on the basis of Owners' requests;
- add, remove or combine Variable Accounts;
- combine the assets of any Variable Account with any of our other Separate Accounts or of any of our affiliates;
- register or deregister Separate Account A or any Variable Account under the 1940 Act;
- operate any Variable Account as a managed investment company under the 1940 Act, or any other form permitted by law;
- run any Variable Account under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of Owners with respect to any Variable Account or other persons who have voting rights as to any Variable Account;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the Contracts as annuities under the Code;
- make other changes required under federal or state law relating to annuities;
- suspend or discontinue sale of the Contracts; and
- comply with applicable law.

If any of these changes result in a material change in the underlying investments of a Variable Account, we will notify you of such change.

We will not change the investment policy of the Separate Account without following the filing and other procedures of the insurance supervisory official of our state of domicile and the filing and other procedures established by insurance regulators of the state of delivery. Unless required by law or regulation, an investment policy may not be changed without our consent.

From time to time we may make other Investment Options available to you. Any new Investment Option may invest in portfolios of the designated investment company, other designated investment companies or their portfolios, or in other investment vehicles. New Investment Options will be made available to existing Owners at our discretion. We will provide you with written notice of all material details, including investment objectives and charges. We will comply with the filing or other procedures established by applicable state insurance regulators, to the extent required by applicable law.

CONTRACT VALUES

Contract Value – The Contract Value on any Business Day is the sum of:

- the Variable Account Value; plus
- the Loan Account Value.

We generally determine values on each day that the New York Stock Exchange is open, provided our administrative offices are also open on that day.

Variable Account Value – The Variable Account Value on any Business Day is the sum of the Subaccount Values on that day.

Subaccount Value – Each Subaccount Value on any Business Day is equal to the number of Subaccount Units in that Subaccount multiplied by the Unit Value of the Subaccount on that day.

We credit the Subaccount with Subaccount Units as a result of any:

- Purchase Payments received by us, reduced by any applicable Sales Charge, premium taxes and/or other taxes, and allocated to that Subaccount;
- transfers to that Subaccount, including transfers from the Loan Account; and
- additional amounts allocated to that Subaccount.

We debit the Subaccount with Subaccount Units as a result of any:

- transfers from that Subaccount, including transfers to the Loan Account;
- withdrawals;
- amounts applied to provide for annuity payments;
- annual fees;
- annual charges for expenses relating to optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The number of Subaccount Units we credit to, or debit from, a Subaccount in connection with a transaction is equal to the amount of the transaction applicable to that Subaccount divided by that Subaccount's Unit Value at the end of the valuation period that includes that day. The number of Subaccount Units in a Subaccount will change only if we credit or debit Subaccount Units for the transactions specified above. The number of Subaccount Units will not change because of subsequent changes in the Subaccount Unit Value.

Subaccount Unit Value – The initial Unit Value of each Subaccount was \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Unit Value for each Subaccount is equal to (Y) times (Z), where:

(Y) is the Unit Value for that Subaccount as of the end of the prior Business Day; and

(Z) is the Net Investment Factor for that Subaccount for the period (a "valuation period") between the prior Business Day and that Business Day.

Net Investment Factor – Each Subaccount's Net Investment Factor for any valuation period is equal to $(A / B) - C$, where:

(A) equals:

- (a) the net asset value per share of the corresponding portfolio shares held by the Subaccount as of the end of that valuation period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that valuation period on the portfolio shares held by the Subaccount; plus or minus

(c) any per share charge or credit for any income taxes, other taxes, or amounts set aside during that valuation period as a reserve for any income and/or any other taxes for which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Purchase Payments;

(B) is the net asset value per share of the portfolio shares held by the Subaccount as of the end of the prior valuation period; and

(C) is a factor that we assess against the Subaccount's net assets held by each Subaccount for the mortality and expense risk charge and the administrative fee during that valuation period.

Loan Account Value – For Qualified Contracts that permit loans, the Loan Account Value as of the end of any Business Day is the Loan Account Value on the prior Business Day, increased by any:

- interest; plus
- Contract Value loaned on that day;

and decreased by any:

- loan principal repaid; plus
- earned interest transferred from the Loan Account on that day.

CHARGES, FEES AND DEDUCTIONS

Administrative Fee – We charge an administrative fee against the assets held in the Variable Investment Option(s). This fee is assessed daily at the annual rate which is shown in the Contract Specifications. This fee is guaranteed not to increase.

Mortality and Expense Risk Charge (“Risk Charge”) – We impose a Risk Charge against the assets held in the Variable Investment Option(s). This charge is assessed daily at the annual rate which is shown in the Contract Specifications. The Risk Charge compensates us for the risks we assume that mortality and expenses will vary from those we assumed. This charge is guaranteed not to increase.

Annual Fee - We charge an annual fee against the Contract Value on each Contract Anniversary prior to the Annuity Date, and at the time you withdraw the entire Net Contract Value (on a prorated basis for the current Contract Year). The annual fee is shown in the Contract Specifications. This fee is guaranteed not to increase. The annual fee is waived if, on any Contract Anniversary prior to the Annuity Date, or at the time you make a full withdrawal, the Net Contract Value is \$50,000 or more on that day.

We will not impose the annual fee on amounts applied to provide an annuity or on payment of the death benefit proceeds.

Sales Charge – A sales charge will be assessed on each Purchase Payment made to the Contract. The sales charge percentages schedule is set forth in the Contract Specifications. The applicable charge will be deducted from each Purchase Payment at the time a Purchase Payment is made to the Contract. The amount of the initial charge is based on the applicable percentage of the sum of (1) and (2) where:

- (1) is the initial Purchase Payment applied to the Contract; plus
- (2) the amount indicated in any LOI.

For subsequent Purchase Payments made, the sales charge for each additional Purchase Payment will be based on the applicable percentage for the greater of (1) or (2) below:

- (1) the amount of the additional Purchase Payment applied to the Contract plus the ending Contract Value for the Business Day prior to the date we receive the additional Purchase Payment; or
- (2) Total Purchase Payments applied to the Contract minus any withdrawals.

For purposes of determining the Sales Charge, the LOI will no longer apply in the charge calculation once the earliest of the following occurs:

- (1) we receive a subsequent Purchase Payment that satisfies or exceeds the amount indicated in the LOI; or
- (2) after 13 months from the Contract Date.

Premium Taxes – From the Contract Value, we will deduct a charge for any taxes we pay that are attributable to Purchase Payments or withdrawals. Such taxes may include, but are not limited to: any federal, state or local premium or retaliatory taxes; and any federal, state or local income, excise, business or any other type of tax (or component thereof), measured by or based upon, directly or indirectly, the amount of Purchase Payments we receive from you. We will normally deduct this charge upon annuitization. However, we may impose this charge on any withdrawal, at the time any death benefit is paid, when the taxes are incurred or when we pay the taxes. We will base this charge on the Contract Value, the amount of the transaction, the aggregate amount of Purchase Payments we receive under the Contract; or any other amount that, in our sole discretion, we deem appropriately reimburses us for premium taxes paid on this Contract.

Other Taxes – We reserve the right to charge the Separate Account and/or deduct from the Contract Value a charge for any federal, state or local taxes we pay that are or become attributable to the Separate Account or Contract, including, but not limited to, income taxes attributable to our operation of the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments or payments we make under this Contract.

TRANSFER PROVISIONS

Transfers – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, transfer all or part of the Contract Value, less any Loan Account Value, in any Investment Option among other Investment Options, while the Annuitant is living and the Contract is in force.

Your transfer request must specify:

- (a) **the Investment Option (the “source account”) from which the transfer is to be made.** You may choose one or more Investment Options as your source account(s). Your source account may not also be a target account;
- (b) **the amount of the transfer.** The amount of the transfer may be specified as a dollar amount or a percentage of the source Account Value. If you select more than one source account, the amount of the transfer from each source account must be at least the lesser of either \$250 or the full source Account Value; and
- (c) **the Investment Option (the “target account”) to receive the transferred amount.** You may choose one or more Investment Options as your target account(s). If you select more than one target account, your request must specify how the transferred amounts are to be allocated among the target accounts. Your source account may not also be a target account.

Transfers among Investment Options will normally be effective as of the end of the Business Day the transfer request, in a form satisfactory to us, is received at our Service Center.

Transfer Limitations and Restrictions – The following limitations and restrictions apply to transfers among Investment Options:

- (a) Transfers are allowed thirty (30) days after the Contract Date.
- (b) Transfers are limited to twenty-five (25) transfers during each Calendar Year and only two (2) per month, into or out, that affect any international Investment Options. For the purpose of applying this limitation, transfers that occur on the same day are considered one transfer and transfers that occur as a result of any systematic transfer option are excluded from the maximum twenty-five (25) transfers per Calendar Year limitation.
- (c) Transfers to or from an Investment Option cannot be made until the eighth (8th) calendar day (provided that day is a Business Day) from the last day of the most recent transfer to or from that Investment Option. The day of the most recent transfer is considered as the first (1st) calendar day for purposes of meeting this requirement. Transfers that occur as a result of any systematic transfer option are excluded from this requirement.
- (d) If a transfer reduces the remaining Account Value in any Investment Option immediately after such transfer to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.
- (e) We further reserve the right to restrict, in our sole discretion and without prior notice, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:
 - (i) not accepting transfer instructions from an individual or entity acting on behalf of more than one Contract Owner; and
 - (ii) not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.
- (f) We further reserve the right to modify the limits described in subparagraphs (a) through (e) above or to impose, without prior notice, other limitations and restrictions on transfers or exchanges that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners or to comply with any applicable federal or state laws, rules and regulations.

WITHDRAWAL PROVISIONS

Withdrawals – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, withdraw all or a portion of the amount available under this Contract, while the Annuitant is living and the Contract is in force. However, no withdrawals are allowed within thirty (30) days of the Contract Date.

You may specify that the withdrawal be taken from a specific Investment Option(s) or pro rata from all Investment Options. If your request does not specify the Investment Option(s) from which the withdrawal is to be made, the withdrawal will be taken pro rata from all Investment Options relative to the Account Value in each option.

Withdrawals will normally be effective as of the end of the Business Day the withdrawal request, in a form satisfactory to us, is received at our Service Center.

Minimum Withdrawal Amount – The minimum amount that may be withdrawn is \$500. If the withdrawal reduces the Account Value in any Investment Option to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If the withdrawal reduces the Net Contract Value to an amount less than \$1,000, we may terminate this Contract and pay you the withdrawal proceeds (see **Full Withdrawal** provision). We will not terminate the Contract if you own an optional rider and a withdrawal reduces the Net Contract Value to an amount less than \$1,000. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

Full Withdrawal - You may, on or before the Annuity Date, make a full withdrawal under this Contract for its withdrawal proceeds, while the Annuitant is living and the Contract is in force. A full withdrawal will terminate the Contract. We will require the return of this Contract or a signed Lost Contract Affidavit with your request. Your request for a full withdrawal will normally be effective as of the end of the Business Day such request, in a form satisfactory to us, is received at our Service Center. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

If you have a LOI and you choose to make a full withdrawal within 13 months of the Contract Date and the total additional Purchase Payments applied to the Contract are less than the amount indicated in your LOI, we will pay you the Net Contract Value as of the end of the Business Day on which the withdrawal request is effective, less:

- the difference between (1) and (2) where (1) is the Sales Charge applicable for the amount of total additional Purchase Payments applied to the Contract and (2) is the Sales Charge assessed for the initial Purchase Payment plus the amount indicated in the LOI;
- charges for annual fees (on a prorated basis for the current Contract Year);
- charges for expenses relating to optional riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

If you choose to make a full withdrawal after the end of 13 months from the Contract Date, or if you did not send us a LOI, we will pay you the withdrawal proceeds as determined under the **Amount Available for Withdrawal** provision.

Amount Available for Withdrawal – The amount available for withdrawal is the Net Contract Value as of the end of the Business Day on which the withdrawal request is effective, less any:

- charges for expenses relating to optional riders attached to the Contract
- charges for annual fees (on a prorated basis for the current Contract Year); and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

DEATH BENEFIT PROVISIONS

Death Benefit – A death benefit will be payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force.

The proceeds of any death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the "Notice Date"). Such proceeds will equal the Death Benefit Amount reduced by any:

- Contract Debt; and
- charges for premium taxes and/or other taxes, if proceeds are used to purchase an Annuity Option from us.

These proceeds may be payable in a lump sum, as periodic payments under an Annuity Option available under this Contract, towards the purchase of any other Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

If there are multiple Beneficiaries, the Death Benefit Amount will be calculated when we first receive proof of death and instructions, in proper form, from any Beneficiary. Any Death Benefit Amount still remaining to be paid to any other Beneficiary will fluctuate with the performance of the underlying Investment Options.

Death Benefit Amount – The Death Benefit Amount as of any Business Day prior to the Annuity Date is equal to the greater of:

- (a) the Contract Value as of that day; or
- (b) the aggregate Purchase Payments reduced by an amount for each withdrawal that has occurred, which is calculated by multiplying the aggregate Purchase Payments received prior to each withdrawal by the ratio of the amount of the withdrawal to the Contract Value immediately prior to the withdrawal.

Death of Annuitant – If the Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date. Unless there is a surviving Joint Annuitant or Contingent Annuitant, we will pay the death benefit proceeds to the first person among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to the Owner's estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant. No death benefit will be paid, except as otherwise provided under the Death Benefit provision.

If you are the Annuitant and you die, we will determine the amount of any death benefit and to whom it will be paid under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

Death of Owner – If the Owner dies before the sole surviving Annuitant and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date.

If the Owner dies before the sole surviving Annuitant and before the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to your estate.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

Death of Owner Distribution Rules – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time, or the lump sum payment option will be deemed elected. We will consider that deemed election as our receipt of instructions regarding payment of the death benefit proceeds.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit. The amount that the Death Benefit Amount exceeds the Contract Value will be added to the Contract Value in the form of the Add-In Amount on the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and will be considered earnings. There will not be an adjustment to the Contract Value if the Contract Value is equal to the death benefit proceeds as of the Notice Date.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first person among the following who is (1) living; or (2) an entity entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408 or 408A of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

BENEFICIARY PROVISIONS

Designation of Beneficiary – The Beneficiary is the person you name who may receive any death benefit proceeds, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. The Owner can name more than one Beneficiary. Multiple Beneficiaries will share the death benefit proceeds (or any remaining annuity payments) equally, unless otherwise specified. If any Beneficiary predeceases the Annuitant or Owner, that Beneficiary's interest will go to any other Beneficiaries named, according to their respective interests, unless otherwise specified. If you leave no surviving Beneficiary, your estate may receive the death benefit proceeds.

If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any death benefit proceeds, nor for how the trustee disposes of any death benefit proceeds. If before payment of any death benefit proceeds, we receive proper notice that the trust has been revoked or is not in effect, then any death benefit proceeds payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

Adding or Changing Your Beneficiary – You may add, change, or remove any Beneficiary, subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will generally take effect only when we receive all necessary documents and record the change or addition. Any such change or addition will not impact any payment made or other action taken by us before the change or addition was received and recorded by us at our Service Center.

ANNUITY PROVISIONS

Choice of Annuity Date – Unless otherwise changed as provided below, the Annuity Date is shown in the Contract Specifications. We assigned the Annuity Date based on the Contract type chosen and the Annuitant's Age shown in the application for this Contract. If there are Joint Annuitants, the Annuity Date was based on the younger Annuitant's birthday.

The Annuity Date may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date or new Annuity Date, whichever is earlier, subject to any applicable state law or the Code.

The new Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the Annuitant reaches his or her 95th birthday, or earlier, as required by any applicable state law or the Code. If there are Joint Annuitants, the Annuity Date will be based on the younger Annuitant's birthday. You may be subject to additional restrictions under your Qualified Plan. You should consult with your Qualified Plan administrator before you elect an Annuity Date.

Default Annuity Option – For all Non-Qualified Contracts and those Qualified Contracts where the Annuitant is not married, the Annuity Option will be Life with a Period Certain of Ten (10) Years. If this is a Qualified Contract and you are married, the Annuity Option will be Joint and Survivor Life, with survivor payments of 100%, and your spouse will automatically be named as the secondary Annuitant.

The Annuity Option may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date, to any other Annuity Option contained in this Contract or allowed by us.

Unless otherwise specified or changed, we will make annuity payments based on our most frequent payment schedule that results in an initial annuity payment of at least \$250. The payment frequency may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date.

Subject to our minimum requirements, the Net Contract Value less any charges for premium taxes and/or other taxes will be converted to a fixed annuity payout option on the Annuity Date.

Application of Contract Value – Prior to the Annuity Date, you may elect to convert all or part of the Net Contract Value less any charge for premium taxes and/or other taxes, to any currently offered Annuity Option. The aggregate net amount you convert must be at least \$10,000; otherwise, we reserve the right to terminate this Contract and pay a single amount equal to the withdrawal proceeds as determined under the **Full Withdrawal** provision.

Subject to the **Withdrawal Provisions**, you may also elect a full withdrawal in lieu of annuity payments under an Annuity Option. Before we make any full withdrawal, we require return of this Contract (or a signed Lost Contract Affidavit) to us.

If you convert only a portion of the Net Contract Value on the Annuity Date, you may, at that time, elect not to have the remainder of the Net Contract Value distributed, but instead to continue the Contract with that remaining Contract Value. This option may or may not be available, or may be available only for certain types of Contracts. If this option is available and you elect it, you would choose a second Annuity Date for such Contract Value. All references in this Contract to the Annuity Start Date (or Annuity Date) would, with regard to such Contract Value, be deemed to refer to that second Annuity Date. The second Annuity Date may not be after the Annuitant's 95th birthday. You should consult with your tax adviser for more information if you desire this option.

Your Selections – Prior to the Annuity Date, you may make three selections about the annuity payments. First, you may choose whether you want those payments to be a fixed-dollar amount or a variable-dollar amount, or both. Second, you may choose the form of annuity payments (Annuity Option). Third, you may choose to have annuity payments made monthly, quarterly, semiannually, or annually.

The first annuity payment will be sent on the day following the Annuity Date and must be at least \$250. We may reduce the payment frequency if the first annuity payment is less than \$250. If you elect annuity payments for a Period Certain Only, we also reserve the right to reduce the Period Certain to meet the \$250 minimum first payment.

Once annuity payments begin, no changes can be made to either the Annuity Option or the basis on which such payments are made (a fixed annuity basis or variable annuity basis), no additional purchase payments will be accepted and no withdrawals will be allowed.

Fixed and Variable Annuities – You may choose a fixed annuity (with fixed-dollar payments), a variable annuity (with variable-dollar payments), or you may choose a combination of both. If you select a variable annuity, you may choose any Subaccounts for the annuity. If you select a variable annuity, on the Annuity Date, we will convert that portion of the Net Contract Value as it is currently allocated among the Subaccount(s). We will apply the net amount you convert to a fixed annuity and/or a variable annuity (and in this instance, to each Subaccount), based on the relative Account Value in each Investment Option on the Annuity Date. Any net amount you convert to a fixed annuity will be held in our General Account.

Each periodic payment under the fixed annuity will be equal to the amount of the first fixed annuity payment (unless you elect a joint and survivor life annuity with reduced survivor payments). The amount of each variable annuity periodic payment will vary with the investment results of the Subaccount(s) you select. After the Annuity Date, you may exchange the Annuity Units in any Subaccount(s) for Annuity Units in any other Subaccount(s) up to four (4) times in any twelve (12) month period. We reserve the right to limit the Subaccounts available, to change the number and frequency of exchanges and to change the number of Subaccounts you may choose.

Amount of Payments – The first annuity payment amount depends on the Annuity Option, payment frequency, and whether you select a fixed annuity and/or a variable annuity. If you do not choose the Period Certain Only Option, the amount will depend on the Age of the Annuitant(s), the Annuity Date, and the sex of the Annuitant(s), unless unisex factors apply.

Fixed Annuity Payments – The minimum guaranteed income purchased per \$1,000 of the net amount applied to a fixed annuity is based on an annual interest rate of 3% and the 1983a Mortality Table with the ages set back ten (10) years.

Conversion to Current Rates – Annuity payments will be based on the greater of:

- * our current income factors in effect for this Contract on the Annuity Date; or
- * our guaranteed income factors set forth in this Contract.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.

Variable Annuity Payments – Subaccount Annuity Units. For each Subaccount, we divide the amount of the initial variable annuity payment from each Subaccount by the Annuity Unit Value for that Subaccount (the “Annuity Unit Value”) on the Annuity Date, to obtain the number of Annuity Units for that Subaccount. The number of Annuity Units in each Subaccount will not change unless exchanges of Annuity Units are made (or if the Joint and Survivor Annuity Option is elected and the Primary Annuitant dies first), but the Annuity Unit Value of those Annuity Units will vary.

Subsequent Variable Payments – The amount of each subsequent variable annuity payment will be the sum of the amounts payable based on the Annuity Units in each Subaccount. To determine the amount payable for each Subaccount, we multiply the number of Annuity Units in that Subaccount by their Annuity Unit Value on the day in each payment period that corresponds to the Annuity Date.

Annuity Unit Value – The initial Annuity Unit Value for each Subaccount was arbitrarily set at \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Annuity Unit Value for each Subaccount is equal to $(A \times B) \times C$, where:

- A - is the Subaccount’s Annuity Unit Value for that Subaccount as of the end of the prior Business Day;
- B - is the Net Investment Factor for that Subaccount for that valuation period; and
- C - is an interest factor to offset the effect of the assumed investment return which is built into the Annuity Option Tables.

We generally calculate the Annuity Unit Value of each Subaccount on each day the New York Stock Exchange is open, provided our administrative offices are also open that day.

We guarantee that the amount of each subsequent annuity payment will not be affected by variations in our expenses or in mortality experience.

Periodic Payments – The first payment under the Annuity Options will be determined on the Annuity Date and will be made on the day following the Annuity Date.

For a Beneficiary entitled to a death benefit due to the death of any Owner or the sole surviving Annuitant, the first payment will be made on the first day of the calendar month, or earlier at our option, next following the day we receive due proof of the death and instructions regarding payment, (called the "Payment Start Date"), and such other documentation as we may require. Subsequent payments will be determined on the day in each payment period that corresponds to the Payment Start Date and will be made on the following day.

ANNUITY OPTIONS

The following Annuity Options are available under this Contract. Additional options may become available in the future:

Option 1 – Life Only: Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

Option 2 – Life with Period Certain: Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed variable payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed variable payments at the assumed investment return.

Option 3 – Joint and Survivor Life: Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant. If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66-2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant. Variable annuity payments will be determined using 50% or 66-2/3%, as applicable, of the number of Annuity Units for each Subaccount credited to the Contract. Payments stop when both Annuitants have died.

Option 4 – Period Certain Only: Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed variable payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed variable payments at the assumed investment return.

ANNUITY OPTION TABLES

Applicability of Rates – For the fixed Annuity Option, the Annuity Option Tables contained in the following pages illustrate the minimum guaranteed monthly income purchased per \$1,000 of the net amount applied.

The tables also illustrate the minimum rates for the first monthly variable annuity payment per \$1,000 of the net amount applied to the variable annuity payment option. Subsequent payments may be higher or lower than the first payment, based on the investment performance of the Subaccount(s) you elect and whether you exchange Subaccount Annuity Units.

For some Qualified Plans and in some states, the use of sex-distinct income factors are prohibited. For those Qualified Plans, we use blended unisex income factors for life payment options for both male and female Annuitants.

Basis of Computations – The actuarial basis for the fixed Annuity Option Tables is the 1983a Annuity Mortality Table with the ages set back ten (10) years with interest at an annual rate of 3%. The rates for variable annuity payments are based on an assumed investment return of 5% per year and the 1983a Annuity Mortality Table with the ages set back ten (10) years.

Rates Not Shown – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

**OPTIONS 1 AND 2
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS**

Fixed Annuity Rates

<u>Age</u>	<u>Male at 3%</u>			<u>Female at 3%</u>			<u>Unisex at 3%</u>		
	<u>Life Only</u>	<u>Life with Guaranteed</u>		<u>Life Only</u>	<u>Life with Guaranteed</u>		<u>Life Only</u>	<u>Life with Guaranteed</u>	
		<u>Period Certain</u>	<u>10 Yr.</u>		<u>20 Yr.</u>	<u>Period Certain</u>		<u>10 Yr.</u>	<u>20 Yr.</u>
30	3.04	3.03	3.03	2.93	2.93	2.93	2.99	2.98	2.98
35	3.14	3.14	3.13	3.02	3.02	3.01	3.08	3.08	3.07
40	3.28	3.27	3.26	3.13	3.12	3.12	3.20	3.20	3.19
45	3.44	3.44	3.41	3.26	3.26	3.24	3.35	3.35	3.33
50	3.66	3.64	3.60	3.42	3.42	3.40	3.54	3.54	3.50
55	3.93	3.90	3.82	3.63	3.63	3.59	3.78	3.77	3.71
60	4.27	4.22	4.08	3.90	3.89	3.82	4.09	4.06	3.96
65	4.70	4.62	4.39	4.25	4.22	4.11	4.48	4.43	4.25
70	5.28	5.14	4.71	4.72	4.66	4.44	5.00	4.90	4.58
75	6.10	5.81	5.02	5.35	5.22	4.79	5.73	5.52	4.92
80	7.23	6.61	5.27	6.25	5.96	5.12	6.74	6.30	5.20
85	8.82	7.49	5.42	7.56	6.89	5.35	8.18	7.20	5.39
90	11.06	8.33	5.49	9.53	7.89	5.47	10.28	8.12	5.48
95	14.16	8.97	5.51	12.48	8.74	5.50	13.30	8.86	5.51

Variable Annuity Rates

<u>Age</u>	<u>Male at 5%</u>			<u>Female at 5%</u>			<u>Unisex at 5%</u>		
	<u>Life Only</u>	<u>Life with Guaranteed</u>		<u>Life Only</u>	<u>Life with Guaranteed</u>		<u>Life Only</u>	<u>Life with Guaranteed</u>	
		<u>Period Certain</u>	<u>10 Yr.</u>		<u>20 Yr.</u>	<u>Period Certain</u>		<u>10 Yr.</u>	<u>20 Yr.</u>
30	4.38	4.37	4.36	4.29	4.29	4.29	4.34	4.33	4.33
35	4.46	4.46	4.44	4.36	4.35	4.35	4.41	4.41	4.40
40	4.57	4.56	4.54	4.44	4.44	4.42	4.51	4.50	4.49
45	4.71	4.70	4.67	4.55	4.54	4.52	4.63	4.62	4.60
50	4.91	4.89	4.82	4.69	4.68	4.65	4.80	4.78	4.74
55	5.16	5.12	5.02	4.87	4.86	4.81	5.02	4.99	4.92
60	5.48	5.41	5.24	5.12	5.09	5.01	5.30	5.26	5.13
65	5.89	5.79	5.51	5.44	5.40	5.26	5.67	5.60	5.39
70	6.46	6.28	5.80	5.89	5.80	5.55	6.18	6.05	5.68
75	7.27	6.91	6.08	6.51	6.34	5.87	6.89	6.64	5.98
80	8.41	7.68	6.29	7.39	7.05	6.16	7.90	7.38	6.23
85	10.02	8.52	6.43	8.72	7.93	6.37	9.36	8.24	6.40
90	12.29	9.30	6.49	10.71	8.88	6.47	11.49	9.10	6.48
95	15.42	9.90	6.51	13.70	9.68	6.50	14.55	9.80	6.51

OPTION 3 - JOINT AND 50% SURVIVOR LIFE

**Primary Annuitant
Male Age**

		60		65		70		75		80		85	
		<u>3% Fixed</u>	<u>5% Variable</u>										
Female Age	60	3.91	5.12	4.13	5.34	4.39	5.60	4.69	5.92	5.02	6.30	5.38	6.73
	65	3.99	5.19	4.25	5.43	4.54	5.73	4.88	6.09	5.26	6.51	5.67	6.98
	70	4.06	5.25	4.36	5.53	4.70	5.87	5.10	6.27	5.55	6.75	6.03	7.29
	75	4.12	5.31	4.46	5.62	4.85	6.00	5.32	6.47	5.86	7.03	6.45	7.66
	80	4.17	5.36	4.54	5.70	4.98	6.13	5.54	6.67	6.18	7.33	6.91	8.08
	85	4.21	5.40	4.60	5.77	5.09	6.24	5.72	6.86	6.49	7.63	7.40	8.54

**Primary Annuitant
Unisex Age**

		60		65		70		75		80		85	
		<u>3% Fixed</u>	<u>5% Variable</u>										
Unisex Age	60	3.84	5.05	4.07	5.27	4.34	5.54	4.65	5.86	5.00	6.24	5.39	6.69
	65	3.90	5.10	4.17	5.35	4.47	5.65	4.83	6.01	5.23	6.44	5.68	6.94
	70	3.96	5.15	4.25	5.43	4.60	5.76	5.02	6.17	5.49	6.66	6.03	7.24
	75	4.00	5.19	4.32	5.49	4.72	5.87	5.20	6.34	5.76	6.91	6.41	7.58
	80	4.03	5.23	4.38	5.55	4.81	5.96	5.36	6.49	6.02	7.15	6.81	7.96
	85	4.05	5.25	4.42	5.59	4.88	6.04	5.49	6.62	6.25	7.38	7.20	8.33

OPTION 3 - JOINT AND 66 2/3% SURVIVOR LIFE

**Primary Annuitant
Male Age**

		60		65		70		75		80		85	
		<u>3% Fixed</u>	<u>5% Variable</u>										
Female Age	60	3.80	5.01	3.97	5.18	4.16	5.36	4.35	5.58	4.55	5.81	4.76	6.06
	65	3.90	5.10	4.12	5.30	4.34	5.52	4.58	5.77	4.83	6.05	5.07	6.34
	70	4.00	5.18	4.25	5.42	4.53	5.69	4.84	6.00	5.15	6.33	5.46	6.68
	75	4.08	5.26	4.38	5.54	4.72	5.87	5.11	6.25	5.51	6.66	5.92	7.10
	80	4.14	5.33	4.48	5.64	4.89	6.03	5.37	6.50	5.90	7.03	6.45	7.59
	85	4.19	5.38	4.56	5.73	5.03	6.17	5.61	6.73	6.28	7.39	7.02	8.14

OPTION 3 - JOINT AND 100% SURVIVOR LIFE

**Primary Annuitant
Male Age**

		60		65		70		75		80		85	
		<u>3% Fixed</u>	<u>5% Variable</u>										
Female Age	60	3.60	4.80	3.69	4.88	3.76	4.94	3.81	5.00	3.84	5.04	3.87	5.06
	65	3.75	4.93	3.88	5.04	3.99	5.15	4.07	5.23	4.14	5.30	4.18	5.35
	70	3.88	5.05	4.06	5.21	4.24	5.37	4.38	5.52	4.50	5.63	4.58	5.72
	75	3.99	5.16	4.23	5.38	4.49	5.61	4.72	5.83	4.93	6.03	5.08	6.19
	80	4.08	5.25	4.38	5.52	4.72	5.83	5.07	6.17	5.40	6.49	5.68	6.77
	85	4.15	5.33	4.50	5.65	4.91	6.03	5.39	6.49	5.89	6.97	6.37	7.44

OPTION 4 - PERIOD CERTAIN ONLY

Monthly Income

<u>Years</u>	<u>3% Fixed</u>	<u>5% Variable</u>
5	17.90	18.74
6	15.13	15.98
7	13.16	14.02
8	11.68	12.56
9	10.53	11.42
10	9.61	10.51
11	8.86	9.77
12	8.24	9.16
13	7.71	8.64
14	7.26	8.20
15	6.87	7.82
16	6.53	7.49
17	6.23	7.20
18	5.96	6.94

Monthly Income

<u>Years</u>	<u>3% Fixed</u>	<u>5% Variable</u>
19	5.73	6.71
20	5.51	6.51
21	5.32	6.33
22	5.15	6.17
23	4.99	6.02
24	4.84	5.88
25	4.71	5.76
26	4.59	5.65
27	4.47	5.54
28	4.37	5.45
29	4.27	5.36
30	4.18	5.28



Pacific Life Insurance Company • [700 Newport Center Drive • Newport Beach, CA 92660]

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Annuities Payable in Variable and Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating



PACIFIC LIFE

Pacific Life Insurance Company
 P.O. Box 2378, Omaha, NE 68103-2378
 or 1299 Farnam Street, 6th Floor, AMF, Omaha, NE 68102
 www.PacificLife.com
 Contract Owners: (800) 722-4448

PACIFIC DESTINATIONS

Variable Annuity Application

Registered Representatives, call (877) 441-2357 for assistance.

1. ANNUITANT(S) *Must be an individual. Check product guidelines for maximum issue age.*

Name (First, Middle, Last) John A. Doe	Birth Date (mo/day/yr) 01/01/1972	Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
--------------------------------------------------	---------------------------------------------	-------------------------------------------------------------------------

Mailing Address 111 Main Street	City, State, ZIP Anytown, NE 12345	SSN 999-77-8888
-------------------------------------------	----------------------------------------------	---------------------------

Residential Address (if different than mailing address)	City, State, ZIP
---------------------------------------------------------	------------------

Solicited at: State _____ *Complete this box for custodial-owned qualified contracts only. Will not be valid for any other contract types. Information put here will be used for contract and registered representative appointment purposes.*

ADDITIONAL ANNUITANT *Not applicable for qualified contracts or contracts with non-natural owners. Check One:* Joint Contingent

Name (First, Middle, Last) Jane A. Doe	Birth Date (mo/day/yr) 01/01/1972	Sex <input type="checkbox"/> M <input type="checkbox"/> F
--------------------------------------------------	---------------------------------------------	--------------------------------------------------------------

Mailing Address 111 Main Street	City, State, ZIP Anytown, NE 12345	SSN 999-66-8888
-------------------------------------------	----------------------------------------------	---------------------------

Residential Address (if different than mailing address)	City, State, ZIP
---------------------------------------------------------	------------------

2. OWNER(S) *If annuitant and owner are the same, do not complete this section. Check product guidelines for maximum issue age.*

Name (First, Middle, Last)	Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
----------------------------	------------------------	--------------------------------------------------------------

Mailing Address	City, State, ZIP	SSN/TIN
-----------------	------------------	---------

Residential Address (if different than mailing address)	City, State, ZIP
---------------------------------------------------------	------------------

JOINT OWNER *Not applicable for qualified contracts.*

Name (First, Middle, Last)	Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
----------------------------	------------------------	--------------------------------------------------------------

Mailing Address	City, State, ZIP	SSN
-----------------	------------------	-----

Residential Address (if different than mailing address)	City, State, ZIP
---------------------------------------------------------	------------------

3. DEATH BENEFIT COVERAGE

Stepped-Up Death Benefit *Annuitant(s) must not be over age 75 at issue.*

If the [stepped-up death benefit] I have selected cannot be added to the contract due to age restrictions or state availability, I understand that the contract will be issued without the [stepped-up death benefit] rider.



4. TELEPHONE/ELECTRONIC AUTHORIZATIONS

CHECK IF YES Yes

TELEPHONE/ELECTRONIC TRANSACTION AUTHORIZATION As the owner, I will receive this privilege automatically. If a contract has joint owners, each owner may individually make telephone and/or electronic requests. By checking "Yes," I am also authorizing and directing Pacific Life to act on telephone or electronic instructions from any other person(s) who can furnish proper identification. Pacific Life will use reasonable procedures to confirm that these instructions are authorized and genuine. As long as these procedures are followed, Pacific Life and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost.

ELECTRONIC INFORMATION CONSENT By providing my e-mail address, I consent to receive documents and notices applicable to my contract, including but not limited to prospectuses, prospectus supplements, annual and semi-annual reports, quarterly statements and immediate confirmations, privacy notices and other notices and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. I will continue to receive paper copies of annual statements if required by state or federal law. Not all contract documentation and notifications may be currently available in electronic format. I consent to receive in electronic format any documents added in the future. For jointly owned contracts, both owners are consenting to receive information electronically. I confirm that I have ready access to a computer with Internet access, an active e-mail account to receive this information electronically, and the ability to read and retain it.

I understand that:

- There is no charge for electronic delivery, although my Internet provider may charge for Internet access.
- I must provide a current e-mail address and notify Pacific Life promptly when my e-mail address changes.
- I must update any e-mail filters that may prevent me from receiving e-mail notifications from Pacific Life.
- I may request a paper copy of the information at any time for no charge, even though I consented to electronic delivery, or if I decide to revoke my consent.
- For jointly owned contracts, both owners are consenting that the primary owner will receive information electronically. (Only the primary owner will receive e-mail notices.)
- Electronic delivery will be cancelled if e-mails are returned undeliverable.
- This consent will remain in effect until I revoke it.

Pacific Life is not required to deliver this information electronically and may discontinue electronic delivery in whole or in part at any time. Please call (800) 722-4448 if you would like to revoke your consent, wish to receive a paper copy of the information above, or need to update your e-mail address.



E-mail address:

5. HOUSEHOLDING By signing this application you consent to Pacific Life mailing one copy of contract owner documents to multiple contract owners who share the same household address. Such documents will include the prospectus, supplements, announcements, and annual and semiannual reports, but will not include contract-specific information such as transaction confirmations and statements. This service, known as "householding," reduces expenses, environmental waste, and the volume of mail you receive. If you do not wish to participate in this service and prefer to receive your own contract owner documents, please check the box below.

I elect **NOT** to participate in householding.

6. BENEFICIARIES If a beneficiary classification is not indicated, the class for that beneficiary will be primary. Multiple beneficiaries will share the death benefit equally, unless otherwise specified. For contracts owned by a non-individual custodian (including IRAs, 457, and qualified plans) or other non-natural owners, the beneficiary must be the owner listed on the application. Use Section 14, Special Requests, to provide additional beneficiary information.

Name (First, Middle, Last) Jack A. Doe	Birth Date (mo/day/yr) 01/01/1992	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship Son	SSN/TIN 333-22-7777	Percentage 100 %
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %

7. CONTRACT TYPE *Select ONE.*

Non-Qualified^{1,2}
 SIMPLE IRA⁴
 Roth IRA
 401(a)⁶
 457(b) – gov't. entity⁶
 Keogh/HR10⁶
 IRA³
 SEP-IRA
 TSA/403(b)⁵
 401(k)⁶
 457(b) – 501(c) tax-exempt⁶
 Individual(k)⁷

¹ For trust-owned contracts, complete Trustee Certification and Disclosure form. ² For non-qualified contracts, if owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. ³ For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification form. ⁴ Complete SIMPLE IRA Employer Information. ⁵ Complete TSA Certification. ⁶ Complete Qualified Plan and 457(b) Plan Disclosure. ⁷ Complete Individual(k) Qualified Plan Disclosure.



8. INITIAL PURCHASE PAYMENT Make check payable to Pacific Life Insurance Company.

8A. NON-QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of initial payment.

<input checked="" type="checkbox"/> 1035 exchange(s)/estimated total exchange	\$ 25,000.00
<input type="checkbox"/> Amount enclosed	\$ _____

8B. QUALIFIED CONTRACT PAYMENT TYPE Indicate type of initial payment. If no year is indicated, contribution defaults to current tax year.

<input type="checkbox"/> Transfer	\$ _____
<input type="checkbox"/> Rollover	\$ _____
<input type="checkbox"/> Contribution	\$ _____ for tax year _____

8C. LETTER OF INTENT FOR REDUCED SALES CHARGE (Available at contract issue only.)

Additional Purchase Payments in the aggregate amount of \$ _____

By specifying an amount above, I elect to qualify for an immediate reduction in the sales charge percentage applied to my initial purchase payment. It is my intention to submit additional purchase payments over a period ending 13 months from the issue date of the contract. I understand that if I do not meet or exceed the amount indicated above in the 13 month period, that at the end of the 13th month, I will be subject to recalculation of the sales charge and proportionate deduction from all investment options, to account for the reduction in actual purchase payments received.

9. REPLACEMENT

9A. EXISTING INSURANCE

CHECK ONE	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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Do you have any existing life insurance or annuity contracts with this or any other company? (Default is "Yes" if neither box is checked.)

9B. REPLACEMENT

CHECK ONE	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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Will the purchase of this annuity result in the replacement, termination or change in value of any existing life insurance or annuity in this or any other company? If "Yes," provide the information below for each policy or contract being replaced and attach any required state replacement and/or 1035 exchange/transfer forms.

Insurance Company Name	Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity
Insurance Company Name	Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity

10. OPTIONAL RIDER Subject to state availability. To qualify for Automatic Income Builder rider benefits, the entire contract value must stay invested in allowable allocation options Pacific Life makes available for the rider. Note: The optional rider is not available with Inherited IRA and Inherited TSA business.

10A. Automatic Income Builder Annuitant(s) must not be over age 85 at issue.

If a rider selected in this section cannot be added to the contract due to age and/or other rider restrictions or state availability, the contract will be issued without the rider.

11. DOLLAR COST AVERAGING If elected, 100% of your initial investment will be allocated to the DCA Plus term unless you indicate a different percentage below. If you select a Custom Model in Section 13 and are using DCA Plus, you must allocate 100% of your investment to the DCA Plus term. If you select an Asset Allocation Model, Asset Allocation Strategies, or Individual Investments and a percentage less than 100% is indicated, the remainder of the purchase payment will be allocated pro rata to the allocations selected. To indicate a source account other than DCA Plus, use Section 14, Special Requests, or the Transfers and Allocations form. Note: Only DCA Plus may be used with Custom Models.

DCA Plus Term (Select one)

<input type="checkbox"/> 6 months	<input type="checkbox"/> 12 months	_____ % of initial investment. Default will be 100% if not indicated or if a Custom Model is selected in Section 13.
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12. REBALANCING If elected, choose one rebalancing frequency. If you select a Custom Model in Section 13 with an optional rider in Section 10, rebalancing will be quarterly.

<input type="checkbox"/> Quarterly [†]	<input type="checkbox"/> Semiannually	<input type="checkbox"/> Annually
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[†]Required with a Custom Model selected in Section 13.



13. ALLOCATION OPTIONS Use this section to allocate 100% of your investment. Use whole percentages only. **IMPORTANT:** To be eligible for an optional rider in Section 10, you must select **ONE** of the following options:

- I. **Asset Allocation Models:** Select one model. 100% of your investment will be allocated to the model selected. **Note:** Portfolio Optimization Model E and the All Equity Edward Jones Sample Portfolio are not available allocation options for use with optional riders in Section 10.
- II. **Asset Allocation Strategies:** Indicate the percentage of your investment for each Asset Allocation Strategy. Allocations may be among these strategies and must total 100%.
- III. **Custom Models:** Indicate no more than 15% in any individual investment. In addition, you must allocate at least 25% into each of Categories A, B, and C. Categories A, B, C, and D must total 100%. Category D is optional provided the previous requirements are met. You may allocate up to 25% into an individual investment in Category D. Custom Models will be rebalanced quarterly to the allocations selected.

If you want to select individual investments and are not choosing an optional rider in Section 10, you may indicate any combination of investments in Option III. Allocations must total 100%.

Models	OPTION I: ASSET ALLOCATION MODELS <i>Select Only One:</i>					
	Portfolio Optimization Models			Edward Jones Sample Portfolios		
	<input checked="" type="checkbox"/> Model A	<input type="checkbox"/> Model C	<input type="checkbox"/> Model E	<input type="checkbox"/> Balanced Growth and Income	<input type="checkbox"/> Growth Focus	
	<input type="checkbox"/> Model B	<input type="checkbox"/> Model D		<input type="checkbox"/> Balanced Towards Growth	<input type="checkbox"/> All Equity	

Asset Allocation Strategies	OPTION II: ASSET ALLOCATION STRATEGIES					
	100% allocation to one or a combination of these strategies is approved for selection of an optional rider in Section 10.					
	PLFA	Pacific Dynamix-Conservative Growth Portfolio	_____ %	Capital Research	American Funds® Asset Allocation	_____ %
	PLFA	Pacific Dynamix-Moderate Growth Portfolio	_____ %	Franklin Templeton	VIP Founding Funds	_____ %
	PLFA	Pacific Dynamix-Growth Portfolio	_____ %	GE Asset Management	GE Investments Total Return Fund	_____ %
	AllianceBernstein	VPS Balanced Wealth Strategy	_____ %	Invesco Aim	AIM V.I. PowerShares ETF Allocation Fund	_____ %
	BlackRock	Global Allocation V.I. Fund	_____ %	Van Kampen	LIT Global Tactical Asset Allocation Portfolio	_____ %
						_____ % Total

	OPTION III Select one: <input type="checkbox"/> CUSTOM MODEL <input type="checkbox"/> INDIVIDUAL INVESTMENTS					
	<p>Custom Models: For Custom Models only, Categories A, B, and C indicate no more than 15% in any individual investment. In addition, you must allocate at least 25% into each of Categories A, B, and C. Categories A, B, C, and D must total 100%. Category D is optional provided the previous requirements are met. You may allocate up to 25% into an individual investment in Category D.</p> <p>Individual Investments: If you want to select individual investments and are not choosing an optional rider in Section 10, you may indicate any combination of investments. Allocations must total 100%.</p>					

Category A Fixed-Income Portfolios	Goldman Sachs	Short Duration Bond	_____ %	PIMCO	Managed Bond	_____ %
	PAM	Money Market	_____ %	PIMCO	Inflation Managed	_____ %
	PAM	High Yield Bond	_____ %	Western Asset Management	Diversified Bond	_____ %
						_____ % Total

Category B Domestic Equity Portfolios	Alger	Small-Cap Growth	_____ %	Janus	Growth LT	_____ %
	BlackRock	Equity Index	_____ %	Janus	Focused 30	_____ %
	BlackRock	Small-Cap Index	_____ %	Lazard	Mid-Cap Equity	_____ %
	BlackRock	Mid-Cap Value	_____ %	NFJ	Small-Cap Value	_____ %
	Capital Guardian	Diversified Research	_____ %	Oppenheimer	Main Street® Core	_____ %
	Capital Research	American Funds® Growth-Income	_____ %	UBS	Large-Cap Growth	_____ %
	Capital Research	American Funds® Growth	_____ %	Van Kampen	Comstock	_____ %
	ClearBridge	Large-Cap Value	_____ %	Van Kampen	Mid-Cap Growth	_____ %
				Vaughan Nelson	Small-Cap Equity	_____ %
						_____ % Total

Category C International Equity and Sector Portfolios	AllianceBernstein	International Value	_____ %	Oppenheimer	Emerging Markets	_____ %
	Batterymarch	International Small-Cap	_____ %	Van Kampen	Real Estate	_____ %
	MFS	International Large-Cap	_____ %			_____ % Total

Category D Asset Allocation Strategies	PLFA	Pacific Dynamix-Conservative Growth Portfolio	_____ %	Capital Research	American Funds® Asset Allocation	_____ %
	PLFA	Pacific Dynamix-Moderate Growth Portfolio	_____ %	Franklin Templeton	VIP Founding Funds	_____ %
	PLFA	Pacific Dynamix-Growth Portfolio	_____ %	GE Asset Management	GE Investments Total Return Fund	_____ %
	AllianceBernstein	VPS Balanced Wealth Strategy	_____ %	Invesco Aim	AIM V.I. PowerShares ETF Allocation Fund	_____ %
	BlackRock	Global Allocation V.I. Fund	_____ %	Van Kampen	LIT Global Tactical Asset Allocation Portfolio	_____ %
						_____ % Total

CATEGORIES A–D MUST TOTAL 100%. _____ % Total



14. SPECIAL REQUESTS *If additional space is needed, attach a letter signed and dated by the owner(s).*

15. FRAUD NOTICES *The following states require insurance companies to provide a fraud warning statement. Refer to the fraud warning statement for your state as indicated below. Please check for state product availability.*

Colorado: It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

District of Columbia WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

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

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

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

All Other States: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.



16. STATEMENT OF OWNER(S) I understand that federal law requires all financial institutions to obtain the name, residential address, date of birth, Social Security or taxpayer identification number, and any other information necessary to sufficiently verify the identity of each customer. I understand that failure to provide this information could result in the annuity contract not being issued, delayed or unprocessed transactions, or annuity contract termination. I, the owner(s), understand that I have applied for a variable annuity contract ("contract") issued by Pacific Life Insurance Company ("company"). I received prospectuses for this variable annuity contract. After reviewing my financial background with my registered representative, I believe this contract, including the benefits of its insurance features, will meet my financial objectives based in part upon my age, income, net worth, and tax status, and any existing investments, annuities, or other insurance products I own. If applicable, I considered the appropriateness of full or partial replacement of any existing life insurance or annuity. I also considered my liquidity needs, risk tolerance, and investment time horizon when selecting variable investment options. I understand the terms and conditions related to any optional rider applied for and believe that the rider(s) meet(s) my insurable needs and financial objectives. I have discussed all fees and charges for this contract with my registered representative, including sales charges. If I have elected to submit a Letter of Intent, I certify that I have read and understand the description of the optional election of providing a Letter of Intent for subsequent purchase payments, including the benefits and risks, in the prospectus. I understand that I can qualify for a reduction in the sales charge percentage applied to the premiums submitted for this contract and have determined with the assistance of my registered representative that I have additional funds to make subsequent purchase payments within the first 13 months of this contract in the amount indicated in Section 8C of this application. I understand that if I do not meet or exceed the amount indicated in the 13 month period that I will be subject to recalculation and adjustment of the sales charge amount to adjust for the reduction in actual purchase payments received. I understand that if I cancel a contract issued as a result of this application without penalty during the Right to Cancel initial review period, depending upon the state where my contract is issued, it is possible the amount refunded may be less than the initial amount I invested due to the investment experience of my selected investment options.

If I am an active duty member of the United States Armed Forces (including active duty military reserve personnel), I confirm that this application was not solicited and/or signed on a military base or installation, and I have received from the registered representative the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

I certify, under penalties of perjury, that I am a U.S. person (including a U.S. resident alien) and that the taxpayer identification number is correct.

All answers to questions and statements made on this application are to the best of my knowledge and belief.

I UNDERSTAND THAT BENEFITS AND VALUES PROVIDED UNDER THE CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

Owner's Signature SIGN HERE <i>John A. Doe</i>	Date (mo./day/yr) DATE 07/29/2009	Signed at: City CITY Anytown	State STATE N E
Joint Owner's Signature (if applicable) SIGN HERE <i>Jane A. Doe</i>	Date (mo./day/yr) DATE 07/29/2009		

17. REGISTERED REPRESENTATIVE'S STATEMENT

17A. **CHECK ONE** Yes No Do you have any reason to believe that the applicant has any existing life insurance policies or annuity contracts? (Default is "Yes" if neither box is checked.)

17B. **CHECK ONE** Yes No Do you have reason to believe that any existing life insurance policy or annuity contract has been (or will be) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the contract applied for will be issued?

If "Yes," I affirm that I have instructed the applicant to answer "Yes" to the replacement question in Section 9B of this application. I hereby certify that I have used only Pacific Life's approved sales material in connection with this sale and that copies of all sales materials used were left with the applicant. Any insurer-approved electronically presented sales materials will be provided in printed form to the applicant no later than at the time of the policy or contract delivery. I further certify that I have discussed the appropriateness of replacement and followed Pacific Life's written replacement guidelines.

I have explained to the owner(s) how the annuity will meet their insurable needs and financial objectives.

I certify that I have reviewed this application and have determined that its proposed purchase is suitable as required under law, based in part on information provided by the owner, as applicable, including age, income, net worth, and tax status, and any existing investments and insurance program.

I further certify that I have also considered the owner's liquidity needs, risk tolerance, and investment time horizon; that I followed my broker/dealer's suitability guidelines in both the recommendation of this annuity and the choice of investment options; and that this application is subject to review for suitability by my broker/dealer.

I further certify that I have truly and accurately recorded on the application the information provided to me by the applicant.

If the applicant is an active duty member of the United States Armed Forces (including active duty military reserve personnel), I certify that this application was not solicited and/or signed on a military base or installation, and I provided to the applicant the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

Soliciting Registered Representative's Signature SIGN HERE <i>Cindy Brown</i>	Print Registered Representative's Full Name Cindy Brown
Registered Representative's Telephone Number 123-456-7890	Registered Representative's E-Mail Address cbrown@internet.com
Broker/Dealer's Name Brown & Company	Brokerage Account Number (optional)

Send completed application as follows:

APPLICATION WITH PAYMENT:

Regular Mail Delivery: P.O. Box 2290, Omaha, NE 68103-2290
Express Mail Delivery: 1299 Farnam Street, 6th Floor, AMF, Omaha, NE 68102

APPLICATION WITHOUT PAYMENT:

Regular Mail Delivery: P.O. Box 2378, Omaha, NE 68103-2378
Express Mail Delivery: 1299 Farnam Street, 6th Floor, AMF, Omaha, NE 68102



SERFF Tracking Number: PACL-126272908 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 43556
 Company Tracking Number: 10-1170
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Individual Flexible Premium Deferred Variable Annuity Contract and Application
 Project Name/Number: Individual Flexible Premium Deferred Variable Annuity Contract and Application/10-1170

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification Bypass Reason: n/a Comments:		
Bypassed - Item: Application Bypass Reason: in the Form Schedule tab Comments:		
Satisfied - Item: CERTIFICATIONS Comments: Attachment: AR 1170 CERTS.pdf		
Satisfied - Item: Statement of Variability Comments: Attachment: SOV1170 9.23.pdf		

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

<u>Form Number(s):</u>	<u>Form Description(s):</u>
10-1170	Individual Flexible Premium Deferred Variable Annuity Contract
25-1170	Variable Annuity Application

I, Nancy A. Hill, hereby provide our assurance that Rule and Regulation 6 has been reviewed and the above form(s) are in compliance said Rule and Regulation 6 as well as all other applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A. Hill
Name

Assistant Vice President Compliance
Title

9/21/09
Date

Contact Person:

Karen Givens, J.D.
Sr. Compliance Analyst
Product Compliance
Email: amfproduct.filing@paciiclife.com
866-746-2724 Ext. (3281)

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

<u>Form Number(s):</u>	<u>Form Description(s):</u>
10-1170	Individual Flexible Premium Deferred Variable Annuity Contract
25-1170	Variable Annuity Application

I, Nancy A. Hill, hereby certify that the above form(s) meet the provisions of Regulation 19 as well as all applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A. Hill

Name

Assistant Vice President Compliance

Title

9/21/09

Date

Contact Person:

Karen Givens, J.D.
Sr. Compliance Analyst
Product Compliance
Email: amfproduct.filing@paciiclife.com
866-746-2724 Ext. (3281)

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: 10-1170 & 25-1170

We hereby certify that this form is in compliance with Regulation 34, Section 6 - Valuation and Section 7 - Nonforfeiture. In no case shall the reserves, under this policy, be less than the actual Cash Surrender Values provided for under the policy contract.



Company Officer

Jeffrey A Jolley, FSA, MAAA

Name

Vice President & Chief Actuary

Title

04/17/2007

Date

Contact Person:

Karen Givens, J.D.
Sr. Compliance Analyst
Product Compliance
Email: amfproduct.filing@paciiclife.com
866-746-2724 Ext. (3281)

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

<u>Form Number</u>	<u>Form Description</u>
10-1170	Individual Flexible Premium Deferred Variable Annuity Contract
25-1170	Variable Annuity Application

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced contract and application forms.

Individual Flexible Premium Deferred Variable Annuity Contract Form No. 10-1170

- 1. Company Address and Phone Number (Cover Page)** – In the event of a change in the company address and/or phone number, the new information will be shown.
- 2. Right to Cancel (Cover Page)** – In replacement situations, 30 days will be shown.
- 3. Company Officer's Signatures and Titles (Cover Page)** – In the event of a change in company officers, the new company officer's signature and title will be shown.
- 4. Contract Number, Contract Date, Contract Type, Initial Purchase Payment, Owner(s), Annuitant(s), Annuitant's Age, Annuitant's Sex, and Annuity Date (Page 3)** – Customer specific information. These items are completed, as applicable, depending upon the circumstances of each particular Owner/Annuitant and the information contained in the application. The Contract Owner and Annuitant specific information will be displayed.
- 5. Minimum/Maximum Purchase Payment Amount (Page 3)** – Current minimum and maximum amounts are shown. Any change in these amounts will be displayed. The range for the minimum purchase payment amount for Non-Qualified contracts is \$5,000 to \$25,000. The range for the minimum purchase payment amount for Qualified contracts is \$2,000 to \$25,000. The range for the maximum purchase payment amount is \$1,000,000 to \$10,000,000.
- 6. Sales Charge Schedule (Page 3)** – The Cumulative Values and corresponding Sales Charge percentages may change for new issues of the Contract. The ranges are as follows:

Cumulative Value	Sales Charge Percentage
\$10,000 - \$100,000	1% - 8%
(\$10,000 - \$100,000) – (\$24,999 - \$249,999)	1% - 7%
(\$25,000 - \$250,000) – (\$99,999 - \$499,999)	1% - 6%
(\$50,000 - \$500,000) – (\$249,999 - \$999,999)	.5% - 6%
(\$100,000 - \$1,000,000) – (\$499,999 - \$1,999,999)	.5% - 6%
\$250,000 - \$4,999,999	.25% - 6%

- 7. Optional Riders (Page 3)** - The optional riders are those which we are currently offering. If an optional rider is elected at the time of application for the contract, each rider so elected will be displayed as shown. If an optional rider is not elected, that rider and its annual charge percentage will not be displayed. From time to time, we may add new optional riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional rider added to this section will only be those optional riders that the Department has previously approved.
- 8. Annual Charge % (Page 3)** - The corresponding annual charge percentages for each optional rider is the current charge. The annual charge percentage for each rider will only be displayed if an optional rider is elected at the time of application for the contract. Once a rider is issued, the annual charge is guaranteed not to increase unless either an automatic reset or owner-elected reset occurs. The annual charge percentage may change for new issues of a rider. Any change in a rider's annual charge percentage will not exceed the maximum annual charge percentage displayed.
- 9. Investment Options (Page 3A)** – The Variable Investment Options are those currently available under the contract to which Purchase Payments may be allocated. From time to time, we may add, change or delete those Variable Investment Options without prior approval unless the new fund significantly alters the underlying structure of the contract.
- 10. Guarantee Rate (Page 3A)** - The declared interest rate for the Guarantee Term that is in effect for each specific Contract will be displayed. The interest rate established for any Guarantee Term will never be less than an effective annual rate of 3.00%. Any interest declared above 3.00% will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.
- 11. Service Center (Page 3A)** – In the event of a change in the address of our Service Center, the new address will be shown.
- 12. Toll-Free Numbers (Page 3A)** – Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.
- 13. Annuity Tables (Pages 26-28)** – In the event of a change in the annuity rates, the tables will be revised accordingly.

14. **Company Address (Back Page)** – In the event of a change in the Company address, the new information will be shown.

Except as otherwise described above, no other bracketed material appears within the contract.

Variable Annuity Application Form No. 25-1170

1. **Product Name (First Page)** – The name of the Product applied for will be displayed.
2. **Company Addresses and Toll-Free Telephone Numbers (First Page)** – In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
3. **Section 3 – Death Benefit Coverage.** The optional death benefit rider available for the applicable contract. From time to time, we may add new optional death benefit riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional death benefit rider added to this section will only be those optional death benefit riders that the Department has previously approved.
4. **Section 7 – Contract Type.** The contract may be issued in connection with any of the contract types shown below. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued.

Non-Qualified IRA	SIMPLE IRA SEP-IRA Roth IRA	TSA/403(b) 401(a) 401(k)	457(b) 501(c)
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5. **Section 7. – Contract Type.** The references to internal forms and their titles may change from time to time.
6. **Section 10 – Optional Riders.** The optional riders shown in this section are any approved individual deferred variable annuity riders and which are available for the applicable contract. From time to time, we may add new optional riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional rider added to this section will only be those optional riders that the Department has previously approved.
7. **Section 11 – Dollar Cost Averaging.** The references to internal forms and their titles may change from time to time. Additionally, the guarantee terms shown are those currently available under the contract to which Purchase Payments may be allocated. If the Contract does not offer a dollar cost averaging option, the following language will appear “Note: Dollar Cost Averaging is not available with this contract.”.
8. **Section 12 – Rebalancing.** The rebalance schedules that are available under the Contract.
9. **Section 13 – Allocation Options.** The references to allocation options may change from time to time. Allocation options that are no longer available for use with optional riders in Section 10 will be listed here.
10. **Section 13– Asset Allocation Models.** The Asset Allocation Models currently available. From time to time, we may add, change or delete those models without prior approval unless the change significantly alters the underlying structure of the contract.
11. **Section 13 – Asset Allocation Strategies.** The asset allocation strategies currently available for investment. From time to time, we may add, change or delete those asset allocation strategies without prior approval unless the change significantly alters the underlying structure of the contract.
12. **Section 13 – Custom Models or Individual Investments.** The variable investment options within each Category shown are those currently available for investment under these programs. From time to time, we may add, change or delete those custom models or individual investments without prior approval unless the change significantly alters the underlying structure of the contract.
13. **Section 15 – Fraud Statements.** The fraud statements may change due to state mandates or other regulatory requirements.
14. **Regular Mail and Express Mail Delivery Addresses** (bottom of last page) - In the event of a change in the company’s mailing addresses, the new addresses will be shown.

Except as otherwise described above, no other bracketed material appears within the application.

Company Contact Person

For inquires regarding this Statement of Variability, please contact:

Karen Givens, Sr. Compliance Analyst
Pacific Life Insurance Company
Email: amfproduct.filing@pacificlife.com
Toll Free: 866-746-2724 x 3281
Direct: 402-574-3281

SERFF Tracking Number: PACL-126272908 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number: 43556
 Company Tracking Number: 10-1170
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Individual Flexible Premium Deferred Variable Annuity Contract and Application
 Project Name/Number: Individual Flexible Premium Deferred Variable Annuity Contract and Application/10-1170

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/21/2009	Form	Individual Flexible Premium Deferred Variable Annuity Contract	09/22/2009	P1170.pdf (Superseded)
09/22/2009	Form	Individual Flexible Premium Deferred Variable Annuity Contract	09/23/2009	P1170.pdf (Superseded)
09/23/2009	Form	Individual Flexible Premium Deferred Variable Annuity Contract	09/23/2009	P1170 9.23.pdf (Superseded)
09/21/2009	Supporting Document	Statement of Variability	09/23/2009	SOV1170.pdf (Superseded)



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448

READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**").

We agree to pay the benefits provided under this Contract, subject to its provisions.

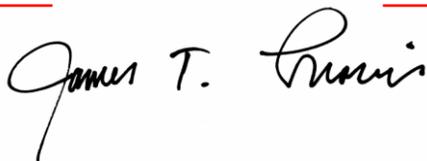
We have issued this Contract in consideration of the application and payment of the Initial Purchase Payment.

BENEFITS AND VALUES PROVIDED UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO A DOLLAR AMOUNT. THE DETAILS OF THE VARIABLE PROVISIONS BEGIN ON PAGE 10.

Right to Cancel – You may return this Contract within [ten (10)] days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any Sales Charges, charges for premium taxes and/or other taxes that were deducted from the Contract Value.

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

PACIFIC LIFE INSURANCE COMPANY



Chairman and Chief Executive Officer



Secretary

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Annuities Payable in Variable and Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating

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CONTRACT SPECIFICATIONS

Contract Data

Contract Number:	[VA99999999]	Contract Date:	[01-01-2009]
Contract Type:	[Non-Qualified]	Initial Purchase Payment:	[\$500,000]
Minimum Purchase Payment Amount:	[\$10,000]	Maximum Purchase Payment Amount Without Home Office Approval:	[\$1,000,000]
Owner(s):	[John Doe] [Jane Doe]		
Annuitant(s):	[John Doe] [Jane Doe]	Annuitant's Age:	[35] [35]
Annuity Date:	[01-01-2027]	Annuitant's Sex:	[Male] [Female]

Fees & Charges

M&E Risk Charge: 0.60%
Administrative Fee: 0.15%
Annual Fee: \$30.00

Withdrawal Charges

Year of Withdrawal	% of Gross Withdrawal
1	9%
2	9%
3	8%
4	7%
5	6%
6	5%
7	4%
8	3%
9 and over	0%

Optional Riders

<u>Name</u>	<u>Annual Charge %</u>	<u>Maximum Annual Charge %</u>
[Stepped-Up Death Benefit Rider	0.20%]	0.20%
[Guaranteed Withdrawal Benefit III Rider	0.95%]	1.50%

For a complete description of the charges, fees and deductions shown above and other applicable fees and charges, refer to the **Charges, Fees and Deductions** section of the Contract or the Annual Charge provision of the Optional Rider(s) shown above, if applicable.

Investment Options

[Small-Cap Growth]	[Diversified Bond]	[Small-Cap Equity]	[Mid-Cap Growth]
[International Value]	[Growth LT]	[Small-Cap Value]	[Real Estate]
[International Small-Cap]	[Focused 30]	[Main Street Core]	[VPS Balanced
[Mid-Cap Value]	[Large-Cap Growth]	[Emerging Markets]	Wealth Strategy
[Equity Index]	[International Large-	[Managed Bond]	Portfolio]
[Small-Cap Index]	Cap]	[Inflation Managed]	[Global Allocation V.I.
[Diversified Research]	[Mid-Cap Equity]	[Money Market]	Fund]
[American Funds Growth-	[Large-Cap Value]	[High Yield Bond]	[Pacific Dynamix –
Income]	[Comstock]	[American Funds	Conservative Growth]
[American Funds Growth]	[GE Investments Total	Asset Allocation]	[Pacific Dynamix –
[Short Duration Bond]	Return Fund]	[VIP Founding	Growth]
[LIT Global Tactical Asset	[AIM V.I. PowerShares	Funds Allocation	[Pacific Dynamix –
Allocation Portfolio]	ETF Allocation Fund]	Fund]	Moderate Growth]

DCA Plus Fixed Option Guarantee Terms and Rates

6 Mos. [4.00%]*

12 Mos. [3.00%]*

*Minimum Guaranteed Interest Rate is 3.00% per year.

Service Center

Send Forms and written requests to:

Pacific Life Insurance Company
P.O. Box 2378
Omaha, Nebraska 68103-2378

Send Payments to:

Pacific Life Insurance Company
P.O. Box 2290
Omaha, Nebraska 68103-2290

Toll-Free Number for Contract Owners: [1-800-722-4448] (between 6 a.m. - 5 p.m., Pacific Time)

Toll-Free Number for Registered Representatives: [1-877-441-2357] (between 6 a.m. - 5 p.m., Pacific Time)

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints.

DEFINITION OF TERMS

Account Value – The amount of the Contract Value allocated to any one of the Investment Options.

Add-In Amount – The amount added by us, if applicable, to the Contract Value on the Notice Date to set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit.

Age – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

Annuitant – The person you name on whose life annuity payments may be determined. An Annuitant's life may also be used to determine certain increases in death benefits and to determine the Annuity Date. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be under Age 86 as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or change or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

Annuity Date ("Annuity Start Date") – The date shown in the Contract Specifications, or the date you later elect, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

Annuity Options – Income options available for a series of payments after the Annuity Date.

Beneficiary – The person you name who may receive any death benefit proceeds or any remaining annuity benefits in accordance with the provisions of this Contract.

Business Day – Any day on which the value of an amount invested in a Subaccount is required to be determined by applicable law which currently includes each day that both the New York Stock Exchange is open for trading and our administrative offices are open. If any transaction or event under this Contract is scheduled to occur on a day that does not exist in a given calendar period, or on a day that is not a Business Day, such transaction or event will be deemed to occur on the next following Business Day, unless otherwise stated.

Calendar Year – A one-year period beginning January 1 and ending December 31.

Code – The Internal Revenue Code of 1986, as amended.

Contingent Annuitant – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must be under Age 86 as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must be under Age 86 at the time of such change or addition. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

Contingent Beneficiary – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

Contract Anniversary – The same date, in each subsequent year, as the Contract Date.

Contract Date – The date we issued this Contract, as shown in the Contract Specifications. Contract Years, Contract Anniversaries, Contract Semiannual Periods, Contract Quarters and Contract Months are measured from the Contract Date.

Contract Debt – As of the end of any Business Day, the principal amount you have outstanding on any loan under this Contract, plus any accrued and unpaid interest.

Contract Value – As of the end of any Business Day, the Contract Value is equal to the sum of the Variable Account Value plus any Loan Account Value.

General Account – The General Account consists of our assets, other than those assets allocated to Separate Account A or to any of our other separate accounts.

Investment Option – A Variable Account offered under the Contract.

Loan Account Value – The amount, including any interest accrued, held in the Loan Account to secure any Contract Debt.

Net Contract Value – The Contract Value less any Contract Debt.

Net Purchase Payment – The Purchase Payment reduced by any applicable Sales Charge, premium taxes and/or other taxes.

Non-Natural Owner – A corporation or other entity that is not a (natural) person.

Non-Qualified Contract – A Contract other than a Qualified Contract.

Notice Date – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of death benefit proceeds.

Owner – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners (“Joint Owners”). Any named Owner must be under Age 86 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must be under Age 86 at the time of such change or addition.

Primary Annuitant – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

Purchase Payment – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity (“IRA”) or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

SEC – Securities and Exchange Commission.

Separate Account or Separate Account A – The Company’s Separate Account, registered as a unit investment trust under the Investment Company Act of 1940, as amended (“1940 Act”).

Service Center – Our mailing address shown in the Contract Specifications. We will notify you of any change in our mailing address.

Subaccount – An investment division of the Separate Account. Each Subaccount, (a “Variable Investment Option” or “Variable Account”) invests its assets in a separate series or class of shares of a designated investment company.

Subaccount Annuity Unit (“Annuity Units”) – Annuity Units are used to measure variation in variable annuity payments. The amount of each variable annuity payment (after the first payment) will vary with the value and number of the Annuity Units in each Subaccount.

Subaccount Unit – Subaccount Units are used to measure the Variable Account Value in that Subaccount.

Unit Value – The value of a Subaccount Unit (“Subaccount Unit Value”) or Subaccount Annuity Unit (“Subaccount Annuity Unit Value”). The Unit Value of any Subaccount is subject to change on any Business Day. The fluctuations in value reflect investment results and daily deductions for the mortality

and expense risk charge and administrative fee. Changes in Subaccount Annuity Unit Values also reflect an additional adjustment factor that corrects for an assumed investment return. The Unit Value of a Subaccount Unit and of a Subaccount Annuity Unit are determined each Business Day.

Variable Account (“Variable Investment Option”) – A Subaccount of the Separate Account or any separate account of ours which is available under the Contract in which the assets of the Company are segregated from the assets in our General Account and from the assets in our other separate accounts.

Variable Account Value (“Subaccount Value”) – The aggregate amount of the Contract Value allocated to the Variable Accounts.

You and Your – The person or persons named as Owner(s) in the Contract Specifications. If there are Joint Owners, you and your mean both Joint Owners.

GENERAL PROVISIONS

Report to Owner(s) – At least once per year prior to the Annuity Date, we will provide you with a report that will show the Contract Value, any Purchase Payments received, loan repayments (if applicable), transfers, withdrawals, and/or charges and/or fees incurred since the last report, and any other information that may be required. After the Annuity Date, we will provide you with any information that may be required.

Payments, Instructions and Requests – Unless this Contract provides otherwise, all Purchase Payments, loan repayments (if applicable), instructions and requests must be received in a form satisfactory to us at our Service Center. Any subsequent Purchase Payments, loan repayments (if applicable) and requests for loans (if applicable), transfers or withdrawals received by us on any Business Day usually will be processed the same Business Day, unless the transaction or event is scheduled to occur on another day.

Generally, all other instructions and requests normally will be effective as of the end of the Business Day following the day such instructions and requests are received, in a form satisfactory to us, unless the transaction or event is scheduled to occur on another day. We may require that you provide signature guarantees or other safeguards for any instruction, request or other document you may send to our Service Center. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

Entire Contract – This Contract, the attached application and any attached riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

Contract Modifications – Modifications to this Contract or any waiver of our rights or requirements under this Contract can only be made if in writing by an authorized officer of the Company. This Contract is intended to qualify as an annuity contract for federal income tax purposes. In addition, if this Contract is a Qualified Contract, this Contract is intended to qualify as part of a Qualified Plan. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract without the Owner's consent (except in those states where Owner's consent is required) and/or our administrative procedures to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.

Basis of Values – A detailed statement showing how values are determined has been filed with the state insurance departments. All values and reserves are at least equal to those required by the laws of the state in which this Contract is delivered.

Claims of Creditors – The Contract Value and other benefits under this Contract are exempt from the claims of creditors to the extent permitted by law.

Removal of Beneficiary or Contingent Annuitant – You may remove a Beneficiary or Contingent Annuitant from this Contract by providing written instructions satisfactory to us to our Service Center.

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law.

Assignment – You may assign all rights and benefits under this Contract before the Annuity Date. We are not bound by any assignment until we have received at our Service Center written notice satisfactory to us and we record the assignment. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

Delay of Payments – Generally, we will pay any amounts due from the Contract within seven (7) days after our receipt of the request, in a form satisfactory to us. Payments or transfers to or from a Variable Account may be delayed after our receipt of the request under certain circumstances. These include:

- a closing of the New York Stock Exchange other than on a regular holiday or weekend;
- a trading restriction by the SEC; or
- an emergency declared by the SEC.

We may delay payments or transfers from our General Account (which would include payment of the withdrawal proceeds, loans, fixed annuity payments and lump sum death benefit payments, unless state law requires otherwise) for up to six (6) months after the requested effective date of the transaction. Any amount delayed, so long as it is held under the General Account, will earn interest at a minimum annual rate of 3%.

If you make any Purchase Payment by check, other than a cashier's check, we may delay making payments to you until your check has cleared.

Incontestability – After this Contract has been issued, we will not contest the validity of this Contract other than for misstatement of age, sex or identity.

Misstatement of Age and/or Sex – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit proceeds are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit proceeds on the Annuitant's or Owner's correct Age and/or sex.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex (or both) of the Annuitant is incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started and we have made overpayments, we will deduct the amount of the overpayment, with interest at 3% per year, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at 3% per year, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

Proof of Life or Death – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

Withholding Taxes – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

Non-Participating – This Contract is classified as a non-participating contract. It does not participate in our profits or surplus, and therefore no dividends are payable.

PURCHASE PAYMENTS

Initial Purchase Payment – This Contract will not be in force until we receive at our Service Center the initial Purchase Payment. The initial Purchase Payment is shown in the Contract Specifications and does not reflect the deduction of the applicable Sales Charge, any applicable premium taxes and/or other taxes.

Additional Purchase Payments – You may make additional Purchase Payments at any time before the Annuity Date, while the Annuitant is living and this Contract is in force. Each additional Purchase Payment must be at least \$250 for Non-Qualified Contracts and \$50 for Qualified Contracts. We may limit the amount of any single Purchase Payment. A single Purchase Payment or the aggregate of all Purchase Payments may not exceed the Maximum Purchase Payment amount shown in the Contract Specifications without our approval.

Purchase Payments are payable in U.S. dollars at our Service Center. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared.

Letter of Intent (LOI) – You may commit to invest additional Purchase Payments within 13 months from the Contract Date through a LOI in order to qualify you for a lower initial Sales Charge. See the **Sales Charge** provision for an explanation of determining the appropriate Sales Charge when a LOI is involved.

If, after 13 months from the Contract Date, the total additional Purchase Payments applied to the Contract are less than the amount indicated in your LOI, we will deduct from the Contract Value an adjustment to the Sales Charge, where the adjustment is the difference between (1) and (2) below:

- (1) the Sales Charge applicable for the amount of total additional Purchase Payments applied to the Contract; and
- (2) the Sales Charge assessed for the initial Purchase Payment plus the amount indicated in the LOI.

If, prior to the end of the 13th month from the Contract Date, your Contract terminates, you annuitize your Contract or you die and the total additional Purchase Payments applied to the Contract are less than the amount indicated in your LOI, we will deduct from the Contract Value an adjustment to the Sales Charge, where the adjustment is the difference between (1) and (2) below:

- (1) the Sales Charge applicable for the amount of total additional Purchase Payments applied to the Contract; and
- (2) the Sales Charge assessed for the initial Purchase Payment plus the amount indicated in the LOI.

We reserve the right to modify, suspend or terminate this program at any time.

Purchase Payment Allocation – Prior to the Annuity Date, you may allocate all or part of your Net Purchase Payments to one or more of the Investment Options available under this Contract. The Investment Options available on the Contract Date are shown in the Contract Specifications.

You may change the Purchase Payment allocation by providing us with instructions in a form satisfactory to us. We will allocate any Net Purchase Payment according to your most recent allocation instructions. We may reject any instruction or Purchase Payment if your instructions are not clear and we cannot determine your allocation instructions.

Allocations During the Right to Cancel Period – We will allocate the initial Net Purchase Payment in accordance with your most recent allocation instructions.

Minimum Investment Option Value – We reserve the right to require that, as a result of any allocation to an Investment Option, any transfer, or any withdrawal, the remaining Account Value in any Investment Option must be at least \$500.

We also reserve the right to transfer any remaining Account Value that does not meet such minimum amount to your other Investment Options on a pro rata basis relative to your most recent allocation instructions for those Investment Options.

VARIABLE INVESTMENT OPTIONS

Variable Investment Options – The Variable Investment Options consist of Subaccounts of the Separate Account. The available Subaccounts as of the Contract Date are shown in the Contract Specifications.

Separate Account – We established the Separate Account under the laws of the state of California. The Separate Account is maintained under the laws of our state of domicile. Any income, gains or losses (whether or not realized) from the assets of each Variable Account are credited or charged against such Variable Account without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this Contract and other variable annuity contracts. Assets may be put in our Separate Account for other purposes, but not to support contracts other than variable annuity contracts. The assets of our Separate Account are our property. The portion of the Separate Account assets equal to the reserves and other Contract liabilities with respect to each Variable Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a separate account in excess of the reserves and other liabilities with respect to its Variable Accounts to another separate account or to our General Account. All obligations arising under the Contract are our general corporate obligations. We do not hold ourselves out to be trustees of the Separate Account assets.

We reserve the right, subject to compliance with the law then in effect, and after any required regulatory approval, to:

- cease offering any Subaccount;
- add or change designated investment companies or their portfolios, or other investment vehicles;
- add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account or any Variable Account;
- permit conversion or exchanges between portfolios and/or classes of contracts on the basis of Owners' requests;
- add, remove or combine Variable Accounts;
- combine the assets of any Variable Account with any of our other Separate Accounts or of any of our affiliates;
- register or deregister Separate Account A or any Variable Account under the 1940 Act;
- operate any Variable Account as a managed investment company under the 1940 Act, or any other form permitted by law;
- run any Variable Account under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of Owners with respect to any Variable Account or other persons who have voting rights as to any Variable Account;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the Contracts as annuities under the Code;
- make other changes required under federal or state law relating to annuities;
- suspend or discontinue sale of the Contracts; and
- comply with applicable law.

If any of these changes result in a material change in the underlying investments of a Variable Account, we will notify you of such change.

We will not change the investment policy of the Separate Account without following the filing and other procedures of the insurance supervisory official of our state of domicile and the filing and other procedures established by insurance regulators of the state of delivery. Unless required by law or regulation, an investment policy may not be changed without our consent.

From time to time we may make other Investment Options available to you. Any new Investment Option may invest in portfolios of the designated investment company, other designated investment companies or their portfolios, or in other investment vehicles. New Investment Options will be made available to existing Owners at our discretion. We will provide you with written notice of all material details, including investment objectives and charges. We will comply with the filing or other procedures established by applicable state insurance regulators, to the extent required by applicable law.

CONTRACT VALUES

Contract Value – The Contract Value on any Business Day is the sum of:

- the Variable Account Value; plus
- the Loan Account Value.

We generally determine values on each day that the New York Stock Exchange is open, provided our administrative offices are also open on that day.

If no Purchase Payments have been received during the preceding three-year period and the Contract Value is below \$1,000 and there are no optional riders in effect, we reserve the right to pay the Owner the Net Contract Value as a lump sum.

Variable Account Value – The Variable Account Value on any Business Day is the sum of the Subaccount Values on that day.

Subaccount Value – Each Subaccount Value on any Business Day is equal to the number of Subaccount Units in that Subaccount multiplied by the Unit Value of the Subaccount on that day.

We credit the Subaccount with Subaccount Units as a result of any:

- Purchase Payments received by us, reduced by any applicable Sales Charge, premium taxes and/or other taxes, and allocated to that Subaccount;
- transfers to that Subaccount, including transfers from the Loan Account; and
- additional amounts allocated to that Subaccount.

We debit the Subaccount with Subaccount Units as a result of any:

- transfers from that Subaccount, including transfers to the Loan Account;
- withdrawals;
- amounts applied to provide for annuity payments;
- annual fees;
- annual charges for expenses relating to optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The number of Subaccount Units we credit to, or debit from, a Subaccount in connection with a transaction is equal to the amount of the transaction applicable to that Subaccount divided by that Subaccount's Unit Value at the end of the valuation period that includes that day. The number of Subaccount Units in a Subaccount will change only if we credit or debit Subaccount Units for the transactions specified above. The number of Subaccount Units will not change because of subsequent changes in the Subaccount Unit Value.

Subaccount Unit Value – The initial Unit Value of each Subaccount was \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Unit Value for each Subaccount is equal to (Y) times (Z), where:

(Y) is the Unit Value for that Subaccount as of the end of the prior Business Day; and

(Z) is the Net Investment Factor for that Subaccount for the period (a "valuation period") between the prior Business Day and that Business Day.

Net Investment Factor – Each Subaccount's Net Investment Factor for any valuation period is equal to (A / B) – C, where:

(A) equals:

- (a) the net asset value per share of the corresponding portfolio shares held by the Subaccount as of the end of that valuation period; plus

- (b) the per share amount of any dividend or capital gain distributions made during that valuation period on the portfolio shares held by the Subaccount; plus or minus
- (c) any per share charge or credit for any income taxes, other taxes, or amounts set aside during that valuation period as a reserve for any income and/or any other taxes for which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Purchase Payments;

(B) is the net asset value per share of the portfolio shares held by the Subaccount as of the end of the prior valuation period; and

(C) is a factor that we assess against the Subaccount's net assets held by each Subaccount for the mortality and expense risk charge and the administrative fee during that valuation period.

Loan Account Value – For Qualified Contracts that permit loans, the Loan Account Value as of the end of any Business Day is the Loan Account Value on the prior Business Day, increased by any:

- interest; plus
- Contract Value loaned on that day;

and decreased by any:

- loan principal repaid; plus
- earned interest transferred from the Loan Account on that day.

CHARGES, FEES AND DEDUCTIONS

Administrative Fee – We charge an administrative fee against the assets held in the Variable Investment Option(s). This fee is assessed daily at the annual rate which is shown in the Contract Specifications. This fee is guaranteed not to increase.

Mortality and Expense Risk Charge (“Risk Charge”) – We impose a Risk Charge against the assets held in the Variable Investment Option(s). This charge is assessed daily at the annual rate which is shown in the Contract Specifications. The Risk Charge compensates us for the risks we assume that mortality and expenses will vary from those we assumed. This charge is guaranteed not to increase.

Annual Fee - We charge an annual fee against the Contract Value on each Contract Anniversary prior to the Annuity Date, and at the time you withdraw the entire Net Contract Value (on a prorated basis for the current Contract Year). The annual fee is shown in the Contract Specifications. This fee is guaranteed not to increase. The annual fee is waived if, on any Contract Anniversary prior to the Annuity Date, or at the time you make a full withdrawal, the Net Contract Value is \$50,000 or more on that day.

We will not impose the annual fee on amounts applied to provide an annuity or on payment of the death benefit proceeds.

Sales Charge – A sales charge will be assessed on each Purchase Payment made to the Contract. The sales charge percentages schedule is set forth in the Contract Specifications. The applicable charge will be deducted from each Purchase Payment at the time a Purchase Payment is made to the Contract. The amount of the initial charge is based on the applicable percentage of the sum of (1) and (2) where:

- (1) is the initial Purchase Payment applied to the Contract; plus
- (2) the amount indicated in any LOI.

For subsequent Purchase Payments made, the sales charge for each additional Purchase Payment will be based on the applicable percentage for the greater of (1) or (2) below:

- (1) the amount of the additional Purchase Payment applied to the Contract plus the ending Contract Value for the Business Day prior to the date we receive the additional Purchase Payment; or
- (2) Total Purchase Payments applied to the Contract minus any withdrawals.

For purposes of determining the Sales Charge, the LOI will no longer apply in the charge calculation once the earliest of the following occurs:

- (1) we receive a subsequent Purchase Payment that satisfies or exceeds the amount indicated in the LOI; or
- (2) after 13 months from the Contract Date.

Premium Taxes – From the Contract Value, we will deduct a charge for any taxes we pay that are attributable to Purchase Payments or withdrawals. Such taxes may include, but are not limited to: any federal, state or local premium or retaliatory taxes; and any federal, state or local income, excise, business or any other type of tax (or component thereof), measured by or based upon, directly or indirectly, the amount of Purchase Payments we receive from you. We will normally deduct this charge upon annuitization. However, we may impose this charge on any withdrawal, at the time any death benefit is paid, when the taxes are incurred or when we pay the taxes. We will base this charge on the Contract Value, the amount of the transaction, the aggregate amount of Purchase Payments we receive under the Contract; or any other amount that, in our sole discretion, we deem appropriately reimburses us for premium taxes paid on this Contract.

Other Taxes – We reserve the right to charge the Separate Account and/or deduct from the Contract Value a charge for any federal, state or local taxes we pay that are or become attributable to the Separate Account or Contract, including, but not limited to, income taxes attributable to our operation of the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments or payments we make under this Contract.

TRANSFER PROVISIONS

Transfers – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, transfer all or part of the Contract Value, less any Loan Account Value, in any Investment Option among other Investment Options, while the Annuitant is living and the Contract is in force.

Your transfer request must specify:

- (a) **the Investment Option (the “source account”)** from which the transfer is to be made. You may choose one or more Investment Options as your source account(s). Your source account may not also be a target account;
- (b) **the amount of the transfer.** The amount of the transfer may be specified as a dollar amount or a percentage of the source Account Value. If you select more than one source account, the amount of the transfer from each source account must be at least the lesser of either \$250 or the full source Account Value; and
- (c) **the Investment Option (the “target account”)** to receive the transferred amount. You may choose one or more Investment Options as your target account(s). If you select more than one target account, your request must specify how the transferred amounts are to be allocated among the target accounts. Your source account may not also be a target account.

Transfers among Investment Options will normally be effective as of the end of the Business Day the transfer request, in a form satisfactory to us, is received at our Service Center.

Transfer Limitations and Restrictions – The following limitations and restrictions apply to transfers among Investment Options:

- (a) Transfers are allowed thirty (30) days after the Contract Date.
- (b) Transfers are limited to twenty-five (25) transfers during each Calendar Year and only two (2) per month, into or out, that affect any international Investment Options. For the purpose of applying this limitation, transfers that occur on the same day are considered one transfer and transfers that occur as a result of any systematic transfer option are excluded from the maximum twenty-five (25) transfers per Calendar Year limitation.
- (c) Transfers to or from an Investment Option cannot be made until the eighth (8th) calendar day (provided that day is a Business Day) from the last day of the most recent transfer to or from that Investment Option. The day of the most recent transfer is considered as the first (1st) calendar day for purposes of meeting this requirement. Transfers that occur as a result of any systematic transfer option are excluded from this requirement.
- (d) If a transfer reduces the remaining Account Value in any Investment Option immediately after such transfer to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.
- (e) We further reserve the right to restrict, in our sole discretion and without prior notice, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:
 - (i) not accepting transfer instructions from an individual or entity acting on behalf of more than one Contract Owner; and
 - (ii) not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.
- (f) We further reserve the right to modify the limits described in subparagraphs (a) through (e) above or to impose, without prior notice, other limitations and restrictions on transfers or exchanges that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of

other Contract Owners or to comply with any applicable federal or state laws, rules and regulations.

WITHDRAWAL PROVISIONS

Withdrawals – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, withdraw all or a portion of the amount available under this Contract, while the Annuitant is living and the Contract is in force. However, no withdrawals are allowed within thirty (30) days of the Contract Date.

You may specify that the withdrawal be taken from a specific Investment Option(s) or pro rata from all Investment Options. If your request does not specify the Investment Option(s) from which the withdrawal is to be made, the withdrawal will be taken pro rata from all Investment Options relative to the Account Value in each option.

Withdrawals will normally be effective as of the end of the Business Day the withdrawal request, in a form satisfactory to us, is received at our Service Center.

Minimum Withdrawal Amount – The minimum amount that may be withdrawn is \$500. If the withdrawal reduces the Account Value in any Investment Option to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If the withdrawal reduces the Net Contract Value to an amount less than \$1,000, we may terminate this Contract and pay you the withdrawal proceeds (see **Full Withdrawal** provision). We will not terminate the Contract if you own an optional rider and a withdrawal reduces the Net Contract Value to an amount less than \$1,000. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

Full Withdrawal - You may, on or before the Annuity Date, make a full withdrawal under this Contract for its withdrawal proceeds, while the Annuitant is living and the Contract is in force. A full withdrawal will terminate the Contract. We will require the return of this Contract or a signed Lost Contract Affidavit with your request. Your request for a full withdrawal will normally be effective as of the end of the Business Day such request, in a form satisfactory to us, is received at our Service Center. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

If you have a LOI and you choose to make a full withdrawal within 13 months of the Contract Date and the total additional Purchase Payments applied to the Contract are less than the amount indicated in your LOI, we will pay you the Net Contract Value as of the end of the Business Day on which the withdrawal request is effective, less:

- the difference between (1) and (2) where (1) is the Sales Charge applicable for the amount of total additional Purchase Payments applied to the Contract and (2) is the Sales Charge assessed for the initial Purchase Payment plus the amount indicated in the LOI;
- charges for annual fees (on a prorated basis for the current Contract Year);
- charges for expenses relating to optional riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

If you choose to make a full withdrawal after the end of 13 months from the Contract Date, or if you did not send us a LOI, we will pay you the withdrawal proceeds as determined under the **Amount Available for Withdrawal** provision.

Amount Available for Withdrawal – The amount available for withdrawal is the Net Contract Value as of the end of the Business Day on which the withdrawal request is effective, less any:

- charges for expenses relating to optional riders attached to the Contract
- charges for annual fees (on a prorated basis for the current Contract Year); and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

DEATH BENEFIT PROVISIONS

Death Benefit – A death benefit will be payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force.

The proceeds of any death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the "Notice Date"). Such proceeds will equal the Death Benefit Amount reduced by any:

- Contract Debt; and
- charges for premium taxes and/or other taxes, if proceeds are used to purchase an Annuity Option from us.

These proceeds may be payable in a lump sum, as periodic payments under an Annuity Option available under this Contract, towards the purchase of any other Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

If there are multiple Beneficiaries, the Death Benefit Amount will be calculated when we first receive proof of death and instructions, in proper form, from any Beneficiary. Any Death Benefit Amount still remaining to be paid to any other Beneficiary will fluctuate with the performance of the underlying Investment Options.

Death Benefit Amount – The Death Benefit Amount as of any Business Day prior to the Annuity Date is equal to the greater of:

- (a) the Contract Value as of that day; or
- (b) the aggregate Purchase Payments reduced by an amount for each withdrawal that has occurred, which is calculated by multiplying the aggregate Purchase Payments received prior to each withdrawal by the ratio of the amount of the withdrawal to the Contract Value immediately prior to the withdrawal.

Death of Annuitant – If the Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date. Unless there is a surviving Joint Annuitant or Contingent Annuitant, we will pay the death benefit proceeds to the first person among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to the Owner's estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant. No death benefit will be paid, except as otherwise provided under the Death Benefit provision.

If you are the Annuitant and you die, we will determine the amount of any death benefit and to whom it will be paid under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

Death of Owner – If the Owner dies before the sole surviving Annuitant and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date.

If the Owner dies before the sole surviving Annuitant and before the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to your estate.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

Death of Owner Distribution Rules – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time, or the lump sum payment option will be deemed elected. We will consider that deemed election as our receipt of instructions regarding payment of the death benefit proceeds.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit. The amount that the Death Benefit Amount exceeds the Contract Value will be added to the Contract Value in the form of the Add-In Amount on the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and will be considered earnings. There will not be an adjustment to the Contract Value if the Contract Value is equal to the death benefit proceeds as of the Notice Date.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first person among the following who is (1) living; or (2) an entity entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408 or 408A of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

BENEFICIARY PROVISIONS

Designation of Beneficiary – The Beneficiary is the person you name who may receive any death benefit proceeds, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. The Owner can name more than one Beneficiary. Multiple Beneficiaries will share the death benefit proceeds (or any remaining annuity payments) equally, unless otherwise specified. If any Beneficiary predeceases the Annuitant or Owner, that Beneficiary's interest will go to any other Beneficiaries named, according to their respective interests, unless otherwise specified. If you leave no surviving Beneficiary, your estate may receive the death benefit proceeds.

If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any death benefit proceeds, nor for how the trustee disposes of any death benefit proceeds. If before payment of any death benefit proceeds, we receive proper notice that the trust has been revoked or is not in effect, then any death benefit proceeds payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

Adding or Changing Your Beneficiary – You may add, change, or remove any Beneficiary, subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will generally take effect only when we receive all necessary documents and record the change or addition. Any such change or addition will not impact any payment made or other action taken by us before the change or addition was received and recorded by us at our Service Center.

ANNUITY PROVISIONS

Choice of Annuity Date – Unless otherwise changed as provided below, the Annuity Date is shown in the Contract Specifications. We assigned the Annuity Date based on the Contract type chosen and the Annuitant's Age shown in the application for this Contract. If there are Joint Annuitants, the Annuity Date was based on the younger Annuitant's birthday.

The Annuity Date may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date or new Annuity Date, whichever is earlier, subject to any applicable state law or the Code.

The new Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the Annuitant reaches his or her 95th birthday, or earlier, as required by any applicable state law or the Code. If there are Joint Annuitants, the Annuity Date will be based on the younger Annuitant's birthday. You may be subject to additional restrictions under your Qualified Plan. You should consult with your Qualified Plan administrator before you elect an Annuity Date.

Default Annuity Option – For all Non-Qualified Contracts and those Qualified Contracts where the Annuitant is not married, the Annuity Option will be Life with a Period Certain of Ten (10) Years. If this is a Qualified Contract and you are married, the Annuity Option will be Joint and Survivor Life, with survivor payments of 100%, and your spouse will automatically be named as the secondary Annuitant.

The Annuity Option may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date, to any other Annuity Option contained in this Contract or allowed by us.

Unless otherwise specified or changed, we will make annuity payments based on our most frequent payment schedule that results in an initial annuity payment of at least \$250. The payment frequency may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date.

Subject to our minimum requirements, the Net Contract Value less any charges for premium taxes and/or other taxes will be converted to a fixed annuity payout option on the Annuity Date.

Application of Contract Value – Prior to the Annuity Date, you may elect to convert all or part of the Net Contract Value less any charge for premium taxes and/or other taxes, to any currently offered Annuity Option. The aggregate net amount you convert must be at least \$10,000; otherwise, we reserve the right to terminate this Contract and pay a single amount equal to the withdrawal proceeds as determined under the **Full Withdrawal** provision.

Subject to the **Withdrawal Provisions**, you may also elect a full withdrawal in lieu of annuity payments under an Annuity Option. Before we make any full withdrawal, we require return of this Contract (or a signed Lost Contract Affidavit) to us.

If you convert only a portion of the Net Contract Value on the Annuity Date, you may, at that time, elect not to have the remainder of the Net Contract Value distributed, but instead to continue the Contract with that remaining Contract Value. This option may or may not be available, or may be available only for certain types of Contracts. If this option is available and you elect it, you would choose a second Annuity Date for such Contract Value. All references in this Contract to the Annuity Start Date (or Annuity Date) would, with regard to such Contract Value, be deemed to refer to that second Annuity Date. The second Annuity Date may not be after the Annuitant's 95th birthday. You should consult with your tax adviser for more information if you desire this option.

Your Selections – Prior to the Annuity Date, you may make three selections about the annuity payments. First, you may choose whether you want those payments to be a fixed-dollar amount or a variable-dollar amount, or both. Second, you may choose the form of annuity payments (Annuity Option). Third, you may choose to have annuity payments made monthly, quarterly, semiannually, or annually.

The first annuity payment will be sent on the day following the Annuity Date and must be at least \$250. We may reduce the payment frequency if the first annuity payment is less than \$250. If you elect annuity payments for a Period Certain Only, we also reserve the right to reduce the Period Certain to meet the \$250 minimum first payment.

Once annuity payments begin, no changes can be made to either the Annuity Option or the basis on which such payments are made (a fixed annuity basis or variable annuity basis), no additional purchase payments will be accepted and no withdrawals will be allowed.

Fixed and Variable Annuities – You may choose a fixed annuity (with fixed-dollar payments), a variable annuity (with variable-dollar payments), or you may choose a combination of both. If you select a variable annuity, you may choose any Subaccounts for the annuity. If you select a variable annuity, on the Annuity Date, we will convert that portion of the Net Contract Value as it is currently allocated among the Subaccount(s). We will apply the net amount you convert to a fixed annuity and/or a variable annuity (and in this instance, to each Subaccount), based on the relative Account Value in each Investment Option on the Annuity Date. Any net amount you convert to a fixed annuity will be held in our General Account.

Each periodic payment under the fixed annuity will be equal to the amount of the first fixed annuity payment (unless you elect a joint and survivor life annuity with reduced survivor payments). The amount of each variable annuity periodic payment will vary with the investment results of the Subaccount(s) you select. After the Annuity Date, you may exchange the Annuity Units in any Subaccount(s) for Annuity Units in any other Subaccount(s) up to four (4) times in any twelve (12) month period. We reserve the right to limit the Subaccounts available, to change the number and frequency of exchanges and to change the number of Subaccounts you may choose.

Amount of Payments – The first annuity payment amount depends on the Annuity Option, payment frequency, and whether you select a fixed annuity and/or a variable annuity. If you do not choose the Period Certain Only Option, the amount will depend on the Age of the Annuitant(s), the Annuity Date, and the sex of the Annuitant(s), unless unisex factors apply.

Fixed Annuity Payments – The minimum guaranteed income purchased per \$1,000 of the net amount applied to a fixed annuity is based on an annual interest rate of 3% and the 1983a Mortality Table with the ages set back ten (10) years.

Conversion to Current Rates – Annuity payments will be based on the greater of:

- * our current income factors in effect for this Contract on the Annuity Date; or
- * our guaranteed income factors set forth in this Contract.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.

Variable Annuity Payments – Subaccount Annuity Units. For each Subaccount, we divide the amount of the initial variable annuity payment from each Subaccount by the Annuity Unit Value for that Subaccount (the “Annuity Unit Value”) on the Annuity Date, to obtain the number of Annuity Units for that Subaccount. The number of Annuity Units in each Subaccount will not change unless exchanges of Annuity Units are made (or if the Joint and Survivor Annuity Option is elected and the Primary Annuitant dies first), but the Annuity Unit Value of those Annuity Units will vary.

Subsequent Variable Payments – The amount of each subsequent variable annuity payment will be the sum of the amounts payable based on the Annuity Units in each Subaccount. To determine the amount payable for each Subaccount, we multiply the number of Annuity Units in that Subaccount by their Annuity Unit Value on the day in each payment period that corresponds to the Annuity Date.

Annuity Unit Value – The initial Annuity Unit Value for each Subaccount was arbitrarily set at \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Annuity Unit Value for each Subaccount is equal to $(A \times B) \times C$, where:

- A - is the Subaccount’s Annuity Unit Value for that Subaccount as of the end of the prior Business Day;
- B - is the Net Investment Factor for that Subaccount for that valuation period; and

C - is an interest factor to offset the effect of the assumed investment return which is built into the Annuity Option Tables.

We generally calculate the Annuity Unit Value of each Subaccount on each day the New York Stock Exchange is open, provided our administrative offices are also open that day.

We guarantee that the amount of each subsequent annuity payment will not be affected by variations in our expenses or in mortality experience.

Periodic Payments – The first payment under the Annuity Options will be determined on the Annuity Date and will be made on the day following the Annuity Date.

For a Beneficiary entitled to a death benefit due to the death of any Owner or the sole surviving Annuitant, the first payment will be made on the first day of the calendar month, or earlier at our option, next following the day we receive due proof of the death and instructions regarding payment, (called the "Payment Start Date"), and such other documentation as we may require. Subsequent payments will be determined on the day in each payment period that corresponds to the Payment Start Date and will be made on the following day.

ANNUITY OPTIONS

The following Annuity Options are available under this Contract. Additional options may become available in the future:

Option 1 – Life Only: Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

Option 2 – Life with Period Certain: Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed variable payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed variable payments at the assumed investment return.

Option 3 – Joint and Survivor Life: Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant. If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66-2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant. Variable annuity payments will be determined using 50% or 66-2/3%, as applicable, of the number of Annuity Units for each Subaccount credited to the Contract. Payments stop when both Annuitants have died.

Option 4 – Period Certain Only: Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed variable payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed variable payments at the assumed investment return.

ANNUITY OPTION TABLES

Applicability of Rates – For the fixed Annuity Option, the Annuity Option Tables contained in the following pages illustrate the minimum guaranteed monthly income purchased per \$1,000 of the net amount applied.

The tables also illustrate the minimum rates for the first monthly variable annuity payment per \$1,000 of the net amount applied to the variable annuity payment option. Subsequent payments may be higher or lower than the first payment, based on the investment performance of the Subaccount(s) you elect and whether you exchange Subaccount Annuity Units.

For some Qualified Plans and in some states, the use of sex-distinct income factors are prohibited. For those Qualified Plans, we use blended unisex income factors for life payment options for both male and female Annuitants.

Basis of Computations – The actuarial basis for the fixed Annuity Option Tables is the 1983a Annuity Mortality Table with the ages set back ten (10) years with interest at an annual rate of 3%. The rates for variable annuity payments are based on an assumed investment return of 5% per year and the 1983a Annuity Mortality Table with the ages set back ten (10) years.

Rates Not Shown – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

OPTIONS 1 AND 2
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS

Fixed Annuity Rates

Age	Male at 3%			Female at 3%			Unisex at 3%		
	Life Only	Life with Guaranteed		Life Only	Life with Guaranteed		Life Only	Life with Guaranteed	
		Period Certain	10 Yr.		20 Yr.	Period Certain		10 Yr.	20 Yr.
30	3.04	3.03	3.03	2.93	2.93	2.93	2.99	2.98	2.98
35	3.14	3.14	3.13	3.02	3.02	3.01	3.08	3.08	3.07
40	3.28	3.27	3.26	3.13	3.12	3.12	3.20	3.20	3.19
45	3.44	3.44	3.41	3.26	3.26	3.24	3.35	3.35	3.33
50	3.66	3.64	3.60	3.42	3.42	3.40	3.54	3.54	3.50
55	3.93	3.90	3.82	3.63	3.63	3.59	3.78	3.77	3.71
60	4.27	4.22	4.08	3.90	3.89	3.82	4.09	4.06	3.96
65	4.70	4.62	4.39	4.25	4.22	4.11	4.48	4.43	4.25
70	5.28	5.14	4.71	4.72	4.66	4.44	5.00	4.90	4.58
75	6.10	5.81	5.02	5.35	5.22	4.79	5.73	5.52	4.92
80	7.23	6.61	5.27	6.25	5.96	5.12	6.74	6.30	5.20
85	8.82	7.49	5.42	7.56	6.89	5.35	8.18	7.20	5.39
90	11.06	8.33	5.49	9.53	7.89	5.47	10.28	8.12	5.48
95	14.16	8.97	5.51	12.48	8.74	5.50	13.30	8.86	5.51

Variable Annuity Rates

Age	Male at 5%			Female at 5%			Unisex at 5%		
	Life Only	Life with Guaranteed		Life Only	Life with Guaranteed		Life Only	Life with Guaranteed	
		Period Certain	10 Yr.		20 Yr.	Period Certain		10 Yr.	20 Yr.
30	4.38	4.37	4.36	4.29	4.29	4.29	4.34	4.33	4.33
35	4.46	4.46	4.44	4.36	4.35	4.35	4.41	4.41	4.40
40	4.57	4.56	4.54	4.44	4.44	4.42	4.51	4.50	4.49
45	4.71	4.70	4.67	4.55	4.54	4.52	4.63	4.62	4.60
50	4.91	4.89	4.82	4.69	4.68	4.65	4.80	4.78	4.74
55	5.16	5.12	5.02	4.87	4.86	4.81	5.02	4.99	4.92
60	5.48	5.41	5.24	5.12	5.09	5.01	5.30	5.26	5.13
65	5.89	5.79	5.51	5.44	5.40	5.26	5.67	5.60	5.39
70	6.46	6.28	5.80	5.89	5.80	5.55	6.18	6.05	5.68
75	7.27	6.91	6.08	6.51	6.34	5.87	6.89	6.64	5.98
80	8.41	7.68	6.29	7.39	7.05	6.16	7.90	7.38	6.23
85	10.02	8.52	6.43	8.72	7.93	6.37	9.36	8.24	6.40
90	12.29	9.30	6.49	10.71	8.88	6.47	11.49	9.10	6.48
95	15.42	9.90	6.51	13.70	9.68	6.50	14.55	9.80	6.51

OPTION 3 - JOINT AND 50% SURVIVOR LIFE

Primary Annuitant

Male Age

		60		65		70		75		80		85	
		<u>3%</u> <u>Fixed</u>	<u>5%</u> <u>Variable</u>										
Female Age	60	3.91	5.12	4.13	5.34	4.39	5.60	4.69	5.92	5.02	6.30	5.38	6.73
	65	3.99	5.19	4.25	5.43	4.54	5.73	4.88	6.09	5.26	6.51	5.67	6.98
	70	4.06	5.25	4.36	5.53	4.70	5.87	5.10	6.27	5.55	6.75	6.03	7.29
	75	4.12	5.31	4.46	5.62	4.85	6.00	5.32	6.47	5.86	7.03	6.45	7.66
	80	4.17	5.36	4.54	5.70	4.98	6.13	5.54	6.67	6.18	7.33	6.91	8.08
	85	4.21	5.40	4.60	5.77	5.09	6.24	5.72	6.86	6.49	7.63	7.40	8.54

Primary Annuitant

Unisex Age

		60		65		70		75		80		85	
		<u>3%</u> <u>Fixed</u>	<u>5%</u> <u>Variable</u>										
Unisex Age	60	3.84	5.05	4.07	5.27	4.34	5.54	4.65	5.86	5.00	6.24	5.39	6.69
	65	3.90	5.10	4.17	5.35	4.47	5.65	4.83	6.01	5.23	6.44	5.68	6.94
	70	3.96	5.15	4.25	5.43	4.60	5.76	5.02	6.17	5.49	6.66	6.03	7.24
	75	4.00	5.19	4.32	5.49	4.72	5.87	5.20	6.34	5.76	6.91	6.41	7.58
	80	4.03	5.23	4.38	5.55	4.81	5.96	5.36	6.49	6.02	7.15	6.81	7.96
	85	4.05	5.25	4.42	5.59	4.88	6.04	5.49	6.62	6.25	7.38	7.20	8.33

OPTION 3 - JOINT AND 66 2/3% SURVIVOR LIFE

Primary Annuitant

Male Age

		60		65		70		75		80		85	
		<u>3%</u> <u>Fixed</u>	<u>5%</u> <u>Variable</u>										
Female Age	60	3.80	5.01	3.97	5.18	4.16	5.36	4.35	5.58	4.55	5.81	4.76	6.06
	65	3.90	5.10	4.12	5.30	4.34	5.52	4.58	5.77	4.83	6.05	5.07	6.34
	70	4.00	5.18	4.25	5.42	4.53	5.69	4.84	6.00	5.15	6.33	5.46	6.68
	75	4.08	5.26	4.38	5.54	4.72	5.87	5.11	6.25	5.51	6.66	5.92	7.10
	80	4.14	5.33	4.48	5.64	4.89	6.03	5.37	6.50	5.90	7.03	6.45	7.59
	85	4.19	5.38	4.56	5.73	5.03	6.17	5.61	6.73	6.28	7.39	7.02	8.14

OPTION 3 - JOINT AND 100% SURVIVOR LIFE

Primary Annuitant

Male Age

		60		65		70		75		80		85	
		<u>3%</u> <u>Fixed</u>	<u>5%</u> <u>Variable</u>										
Female Age	60	3.60	4.80	3.69	4.88	3.76	4.94	3.81	5.00	3.84	5.04	3.87	5.06
	65	3.75	4.93	3.88	5.04	3.99	5.15	4.07	5.23	4.14	5.30	4.18	5.35
	70	3.88	5.05	4.06	5.21	4.24	5.37	4.38	5.52	4.50	5.63	4.58	5.72
	75	3.99	5.16	4.23	5.38	4.49	5.61	4.72	5.83	4.93	6.03	5.08	6.19
	80	4.08	5.25	4.38	5.52	4.72	5.83	5.07	6.17	5.40	6.49	5.68	6.77
	85	4.15	5.33	4.50	5.65	4.91	6.03	5.39	6.49	5.89	6.97	6.37	7.44

OPTION 4 - PERIOD CERTAIN ONLY

Monthly Income

<u>Years</u>	<u>3% Fixed</u>	<u>5% Variable</u>
5	17.90	18.74
6	15.13	15.98
7	13.16	14.02
8	11.68	12.56
9	10.53	11.42
10	9.61	10.51
11	8.86	9.77
12	8.24	9.16
13	7.71	8.64
14	7.26	8.20
15	6.87	7.82
16	6.53	7.49
17	6.23	7.20
18	5.96	6.94

Monthly Income

<u>Years</u>	<u>3% Fixed</u>	<u>5% Variable</u>
19	5.73	6.71
20	5.51	6.51
21	5.32	6.33
22	5.15	6.17
23	4.99	6.02
24	4.84	5.88
25	4.71	5.76
26	4.59	5.65
27	4.47	5.54
28	4.37	5.45
29	4.27	5.36
30	4.18	5.28



Pacific Life Insurance Company • [700 Newport Center Drive • Newport Beach, CA 92660]

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Annuities Payable in Variable and Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448

READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**").

We agree to pay the benefits provided under this Contract, subject to its provisions.

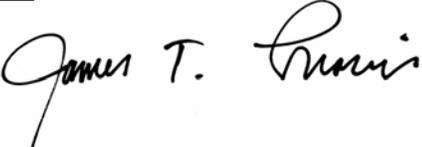
We have issued this Contract in consideration of the application and payment of the Initial Purchase Payment.

BENEFITS AND VALUES PROVIDED UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO A DOLLAR AMOUNT. THE DETAILS OF THE VARIABLE PROVISIONS BEGIN ON PAGE 10.

Right to Cancel – You may return this Contract within [ten (10)] days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any Sales Charges, charges for premium taxes and/or other taxes that were deducted from the Contract Value.

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

PACIFIC LIFE INSURANCE COMPANY

	
Chairman and Chief Executive Officer	Secretary

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Annuities Payable in Variable and Fixed Dollar Amounts
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CONTRACT SPECIFICATIONS

Contract Data

Contract Number:	[VA99999999]	Contract Date:	[01-01-2009]
Contract Type:	[Non-Qualified]	Initial Purchase Payment:	[\$500,000]
Minimum Purchase Payment Amount:	[\$10,000]	Maximum Purchase Payment Amount Without Home Office Approval:	[\$1,000,000]
Owner(s):	[John Doe] [Jane Doe]		
Annuitant(s):	[John Doe] [Jane Doe]	Annuitant's Age:	[35] [35]
Annuity Date:	[01-01-2027]	Annuitant's Sex:	[Male] [Female]

Fees & Charges

M&E Risk Charge: 0.60%
Administrative Fee: 0.15%
Annual Fee: \$30.00

Withdrawal Charges

Year of Withdrawal	% of Gross Withdrawal
1	9%
2	9%
3	8%
4	7%
5	6%
6	5%
7	4%
8	3%
9 and over	0%

Optional Riders

<u>Name</u>	<u>Annual Charge %</u>	<u>Maximum Annual Charge %</u>
[Stepped-Up Death Benefit Rider]	0.20%]	0.20%
[Guaranteed Withdrawal Benefit III Rider]	0.95%]	1.50%

For a complete description of the charges, fees and deductions shown above and other applicable fees and charges, refer to the **Charges, Fees and Deductions** section of the Contract or the Annual Charge provision of the Optional Rider(s) shown above, if applicable.

Investment Options

[Small-Cap Growth]	[Diversified Bond]	[Small-Cap Equity]	[Mid-Cap Growth]
[International Value]	[Growth LT]	[Small-Cap Value]	[Real Estate]
[International Small-Cap]	[Focused 30]	[Main Street Core]	[VPS Balanced
[Mid-Cap Value]	[Large-Cap Growth]	[Emerging Markets]	Wealth Strategy
[Equity Index]	[International Large-	[Managed Bond]	Portfolio]
[Small-Cap Index]	Cap]	[Inflation Managed]	[Global Allocation V.I.
[Diversified Research]	[Mid-Cap Equity]	[Money Market]	Fund]
[American Funds Growth-	[Large-Cap Value]	[High Yield Bond]	[Pacific Dynamix –
Income]	[Comstock]	[American Funds	Conservative Growth]
[American Funds Growth]	[GE Investments Total	Asset Allocation]	[Pacific Dynamix –
[Short Duration Bond]	Return Fund]	[VIP Founding	Growth]
[LIT Global Tactical Asset	[AIM V.I. PowerShares	Funds Allocation	[Pacific Dynamix –
Allocation Portfolio]	ETF Allocation Fund]	Fund]	Moderate Growth]

DCA Plus Fixed Option Guarantee Terms and Rates

6 Mos. [4.00%]*

12 Mos. [3.00%]*

*Minimum Guaranteed Interest Rate is 3.00% per year.

Service Center

Send Forms and written requests to:

Pacific Life Insurance Company

P.O. Box 2378

Omaha, Nebraska 68103-2378

Send Payments to:

Pacific Life Insurance Company

P.O. Box 2290

Omaha, Nebraska 68103-2290

Toll-Free Number for Contract Owners: [1-800-722-4448] (between 6 a.m. - 5 p.m., Pacific Time)

Toll-Free Number for Registered Representatives: [1-877-441-2357] (between 6 a.m. - 5 p.m., Pacific Time)

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints.

DEFINITION OF TERMS

Account Value – The amount of the Contract Value allocated to any one of the Investment Options.

Add-In Amount – The amount added by us, if applicable, to the Contract Value on the Notice Date to set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit.

Age – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

Annuitant – The person you name on whose life annuity payments may be determined. An Annuitant's life may also be used to determine certain increases in death benefits and to determine the Annuity Date. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be under Age 86 as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or change or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

Annuity Date ("Annuity Start Date") – The date shown in the Contract Specifications, or the date you later elect, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

Annuity Options – Income options available for a series of payments after the Annuity Date.

Beneficiary – The person you name who may receive any death benefit proceeds or any remaining annuity benefits in accordance with the provisions of this Contract.

Business Day – Any day on which the value of an amount invested in a Subaccount is required to be determined by applicable law which currently includes each day that both the New York Stock Exchange is open for trading and our administrative offices are open. If any transaction or event under this Contract is scheduled to occur on a day that does not exist in a given calendar period, or on a day that is not a Business Day, such transaction or event will be deemed to occur on the next following Business Day, unless otherwise stated.

Calendar Year – A one-year period beginning January 1 and ending December 31.

Code – The Internal Revenue Code of 1986, as amended.

Contingent Annuitant – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must be under Age 86 as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must be under Age 86 at the time of such change or addition. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

Contingent Beneficiary – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

Contract Anniversary – The same date, in each subsequent year, as the Contract Date.

Contract Date – The date we issued this Contract, as shown in the Contract Specifications. Contract Years, Contract Anniversaries, Contract Semiannual Periods, Contract Quarters and Contract Months are measured from the Contract Date.

Contract Debt – As of the end of any Business Day, the principal amount you have outstanding on any loan under this Contract, plus any accrued and unpaid interest.

Contract Value – As of the end of any Business Day, the Contract Value is equal to the sum of the Variable Account Value plus any Loan Account Value.

General Account – The General Account consists of our assets, other than those assets allocated to Separate Account A or to any of our other separate accounts.

Investment Option – A Variable Account offered under the Contract.

Loan Account Value – The amount, including any interest accrued, held in the Loan Account to secure any Contract Debt.

Net Contract Value – The Contract Value less any Contract Debt.

Net Purchase Payment – The Purchase Payment reduced by any applicable Sales Charge, premium taxes and/or other taxes.

Non-Natural Owner – A corporation or other entity that is not a (natural) person.

Non-Qualified Contract – A Contract other than a Qualified Contract.

Notice Date – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of death benefit proceeds.

Owner – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners ("Joint Owners"). Any named Owner must be under Age 86 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must be under Age 86 at the time of such change or addition.

Primary Annuitant – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

Purchase Payment – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity ("IRA") or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

SEC – Securities and Exchange Commission.

Separate Account or Separate Account A – The Company's Separate Account, registered as a unit investment trust under the Investment Company Act of 1940, as amended ("1940 Act").

Service Center – Our mailing address shown in the Contract Specifications. We will notify you of any change in our mailing address.

Subaccount – An investment division of the Separate Account. Each Subaccount, (a "Variable Investment Option" or "Variable Account") invests its assets in a separate series or class of shares of a designated investment company.

Subaccount Annuity Unit ("Annuity Units") – Annuity Units are used to measure variation in variable annuity payments. The amount of each variable annuity payment (after the first payment) will vary with the value and number of the Annuity Units in each Subaccount.

Subaccount Unit – Subaccount Units are used to measure the Variable Account Value in that Subaccount.

Unit Value – The value of a Subaccount Unit ("Subaccount Unit Value") or Subaccount Annuity Unit ("Subaccount Annuity Unit Value"). The Unit Value of any Subaccount is subject to change on any Business Day. The fluctuations in value reflect investment results and daily deductions for the mortality and expense risk charge and administrative fee. Changes in Subaccount Annuity Unit Values also reflect an additional adjustment factor that corrects for an assumed investment return. The Unit Value of a Subaccount Unit and of a Subaccount Annuity Unit are determined each Business Day.

Variable Account (“Variable Investment Option”) – A Subaccount of the Separate Account or any separate account of ours which is available under the Contract in which the assets of the Company are segregated from the assets in our General Account and from the assets in our other separate accounts.

Variable Account Value (“Subaccount Value”) – The aggregate amount of the Contract Value allocated to the Variable Accounts.

You and Your – The person or persons named as Owner(s) in the Contract Specifications. If there are Joint Owners, you and your mean both Joint Owners.

GENERAL PROVISIONS

Report to Owner(s) – At least once per year prior to the Annuity Date, we will provide you with a report that will show the Contract Value, any Purchase Payments received, loan repayments (if applicable), transfers, withdrawals, and/or charges and/or fees incurred since the last report, and any other information that may be required. After the Annuity Date, we will provide you with any information that may be required.

Payments, Instructions and Requests – Unless this Contract provides otherwise, all Purchase Payments, loan repayments (if applicable), instructions and requests must be received in a form satisfactory to us at our Service Center. Any subsequent Purchase Payments, loan repayments (if applicable) and requests for loans (if applicable), transfers or withdrawals received by us on any Business Day usually will be processed the same Business Day, unless the transaction or event is scheduled to occur on another day.

Generally, all other instructions and requests normally will be effective as of the end of the Business Day following the day such instructions and requests are received, in a form satisfactory to us, unless the transaction or event is scheduled to occur on another day. We may require that you provide signature guarantees or other safeguards for any instruction, request or other document you may send to our Service Center. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

Entire Contract – This Contract, the attached application and any attached riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

Contract Modifications – Modifications to this Contract or any waiver of our rights or requirements under this Contract can only be made if in writing by an authorized officer of the Company. This Contract is intended to qualify as an annuity contract for federal income tax purposes. In addition, if this Contract is a Qualified Contract, this Contract is intended to qualify as part of a Qualified Plan. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract without the Owner's consent (except in those states where Owner's consent is required) and/or our administrative procedures to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.

Basis of Values – A detailed statement showing how values are determined has been filed with the state insurance departments. All values and reserves are at least equal to those required by the laws of the state in which this Contract is delivered.

Claims of Creditors – The Contract Value and other benefits under this Contract are exempt from the claims of creditors to the extent permitted by law.

Removal of Beneficiary or Contingent Annuitant – You may remove a Beneficiary or Contingent Annuitant from this Contract by providing written instructions satisfactory to us to our Service Center.

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law.

Assignment – You may assign all rights and benefits under this Contract before the Annuity Date. We are not bound by any assignment until we have received at our Service Center written notice satisfactory to us and we record the assignment. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

Delay of Payments – Generally, we will pay any amounts due from the Contract within seven (7) days after our receipt of the request, in a form satisfactory to us. Payments or transfers to or from a Variable Account may be delayed after our receipt of the request under certain circumstances. These include:

- a closing of the New York Stock Exchange other than on a regular holiday or weekend;
- a trading restriction by the SEC; or
- an emergency declared by the SEC.

We may delay payments or transfers from our General Account (which would include payment of the withdrawal proceeds, loans, fixed annuity payments and lump sum death benefit payments, unless state law requires otherwise) for up to six (6) months after the requested effective date of the transaction. Any amount delayed, so long as it is held under the General Account, will earn interest at a minimum annual rate of 3%.

If you make any Purchase Payment by check, other than a cashier's check, we may delay making payments to you until your check has cleared.

Incontestability – After this Contract has been issued, we will not contest the validity of this Contract other than for misstatement of age, sex or identity.

Misstatement of Age and/or Sex – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit proceeds are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit proceeds on the Annuitant's or Owner's correct Age and/or sex.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex (or both) of the Annuitant is incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started and we have made overpayments, we will deduct the amount of the overpayment, with interest at 3% per year, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at 3% per year, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

Proof of Life or Death – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

Withholding Taxes – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

Non-Participating – This Contract is classified as a non-participating contract. It does not participate in our profits or surplus, and therefore no dividends are payable.

PURCHASE PAYMENTS

Initial Purchase Payment – This Contract will not be in force until we receive at our Service Center the initial Purchase Payment. The initial Purchase Payment is shown in the Contract Specifications and does not reflect the deduction of the applicable Sales Charge, any applicable premium taxes and/or other taxes.

Additional Purchase Payments – You may make additional Purchase Payments at any time before the Annuity Date, while the Annuitant is living and this Contract is in force. Each additional Purchase Payment must be at least \$250 for Non-Qualified Contracts and \$50 for Qualified Contracts. We may limit the amount of any single Purchase Payment. A single Purchase Payment or the aggregate of all Purchase Payments may not exceed the Maximum Purchase Payment amount shown in the Contract Specifications without our approval.

Purchase Payments are payable in U.S. dollars at our Service Center. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared.

Letter of Intent (LOI) – You may commit to invest additional Purchase Payments within 13 months from the Contract Date through a LOI in order to qualify you for a lower initial Sales Charge. See the **Sales Charge** provision for an explanation of determining the appropriate Sales Charge when a LOI is involved.

If, after 13 months from the Contract Date, the total additional Purchase Payments applied to the Contract are less than the amount indicated in your LOI, we will deduct from the Contract Value an adjustment to the Sales Charge, where the adjustment is the difference between (1) and (2) below:

- (1) the Sales Charge applicable for the amount of total additional Purchase Payments applied to the Contract; and
- (2) the Sales Charge assessed for the initial Purchase Payment plus the amount indicated in the LOI.

If, prior to the end of the 13th month from the Contract Date, your Contract terminates, you annuitize your Contract or you die and the total additional Purchase Payments applied to the Contract are less than the amount indicated in your LOI, we will deduct from the Contract Value an adjustment to the Sales Charge, where the adjustment is the difference between (1) and (2) below:

- (1) the Sales Charge applicable for the amount of total additional Purchase Payments applied to the Contract; and
- (2) the Sales Charge assessed for the initial Purchase Payment plus the amount indicated in the LOI.

We reserve the right to modify, suspend or terminate this program at any time.

Purchase Payment Allocation – Prior to the Annuity Date, you may allocate all or part of your Net Purchase Payments to one or more of the Investment Options available under this Contract. The Investment Options available on the Contract Date are shown in the Contract Specifications.

You may change the Purchase Payment allocation by providing us with instructions in a form satisfactory to us. We will allocate any Net Purchase Payment according to your most recent allocation instructions. We may reject any instruction or Purchase Payment if your instructions are not clear and we cannot determine your allocation instructions.

Allocations During the Right to Cancel Period – We will allocate the initial Net Purchase Payment in accordance with your most recent allocation instructions.

Minimum Investment Option Value – We reserve the right to require that, as a result of any allocation to an Investment Option, any transfer, or any withdrawal, the remaining Account Value in any Investment Option must be at least \$500.

We also reserve the right to transfer any remaining Account Value that does not meet such minimum amount to your other Investment Options on a pro rata basis relative to your most recent allocation instructions for those Investment Options.

VARIABLE INVESTMENT OPTIONS

Variable Investment Options – The Variable Investment Options consist of Subaccounts of the Separate Account. The available Subaccounts as of the Contract Date are shown in the Contract Specifications.

Separate Account – We established the Separate Account under the laws of the state of California. The Separate Account is maintained under the laws of our state of domicile. Any income, gains or losses (whether or not realized) from the assets of each Variable Account are credited or charged against such Variable Account without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this Contract and other variable annuity contracts. Assets may be put in our Separate Account for other purposes, but not to support contracts other than variable annuity contracts. The assets of our Separate Account are our property. The portion of the Separate Account assets equal to the reserves and other Contract liabilities with respect to each Variable Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a separate account in excess of the reserves and other liabilities with respect to its Variable Accounts to another separate account or to our General Account. All obligations arising under the Contract are our general corporate obligations. We do not hold ourselves out to be trustees of the Separate Account assets.

We reserve the right, subject to compliance with the law then in effect, and after any required regulatory approval, to:

- cease offering any Subaccount;
- add or change designated investment companies or their portfolios, or other investment vehicles;
- add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account or any Variable Account;
- permit conversion or exchanges between portfolios and/or classes of contracts on the basis of Owners' requests;
- add, remove or combine Variable Accounts;
- combine the assets of any Variable Account with any of our other Separate Accounts or of any of our affiliates;
- register or deregister Separate Account A or any Variable Account under the 1940 Act;
- operate any Variable Account as a managed investment company under the 1940 Act, or any other form permitted by law;
- run any Variable Account under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of Owners with respect to any Variable Account or other persons who have voting rights as to any Variable Account;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the Contracts as annuities under the Code;
- make other changes required under federal or state law relating to annuities;
- suspend or discontinue sale of the Contracts; and
- comply with applicable law.

If any of these changes result in a material change in the underlying investments of a Variable Account, we will notify you of such change.

We will not change the investment policy of the Separate Account without following the filing and other procedures of the insurance supervisory official of our state of domicile and the filing and other procedures established by insurance regulators of the state of delivery. Unless required by law or regulation, an investment policy may not be changed without our consent.

From time to time we may make other Investment Options available to you. Any new Investment Option may invest in portfolios of the designated investment company, other designated investment companies or their portfolios, or in other investment vehicles. New Investment Options will be made available to existing Owners at our discretion. We will provide you with written notice of all material details, including investment objectives and charges. We will comply with the filing or other procedures established by applicable state insurance regulators, to the extent required by applicable law.

CONTRACT VALUES

Contract Value – The Contract Value on any Business Day is the sum of:

- the Variable Account Value; plus
- the Loan Account Value.

We generally determine values on each day that the New York Stock Exchange is open, provided our administrative offices are also open on that day.

If no Purchase Payments have been received during the preceding three-year period and the Contract Value is below \$1,000 and there are no optional riders in effect, we reserve the right to pay the Owner the Net Contract Value as a lump sum.

Variable Account Value – The Variable Account Value on any Business Day is the sum of the Subaccount Values on that day.

Subaccount Value – Each Subaccount Value on any Business Day is equal to the number of Subaccount Units in that Subaccount multiplied by the Unit Value of the Subaccount on that day.

We credit the Subaccount with Subaccount Units as a result of any:

- Purchase Payments received by us, reduced by any applicable Sales Charge, premium taxes and/or other taxes, and allocated to that Subaccount;
- transfers to that Subaccount, including transfers from the Loan Account; and
- additional amounts allocated to that Subaccount.

We debit the Subaccount with Subaccount Units as a result of any:

- transfers from that Subaccount, including transfers to the Loan Account;
- withdrawals;
- amounts applied to provide for annuity payments;
- annual fees;
- annual charges for expenses relating to optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The number of Subaccount Units we credit to, or debit from, a Subaccount in connection with a transaction is equal to the amount of the transaction applicable to that Subaccount divided by that Subaccount's Unit Value at the end of the valuation period that includes that day. The number of Subaccount Units in a Subaccount will change only if we credit or debit Subaccount Units for the transactions specified above. The number of Subaccount Units will not change because of subsequent changes in the Subaccount Unit Value.

Subaccount Unit Value – The initial Unit Value of each Subaccount was \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Unit Value for each Subaccount is equal to (Y) times (Z), where:

(Y) is the Unit Value for that Subaccount as of the end of the prior Business Day; and

(Z) is the Net Investment Factor for that Subaccount for the period (a "valuation period") between the prior Business Day and that Business Day.

Net Investment Factor – Each Subaccount's Net Investment Factor for any valuation period is equal to $(A / B) - C$, where:

(A) equals:

- (a) the net asset value per share of the corresponding portfolio shares held by the Subaccount as of the end of that valuation period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that valuation period on the portfolio shares held by the Subaccount; plus or minus

(c) any per share charge or credit for any income taxes, other taxes, or amounts set aside during that valuation period as a reserve for any income and/or any other taxes for which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Purchase Payments;

(B) is the net asset value per share of the portfolio shares held by the Subaccount as of the end of the prior valuation period; and

(C) is a factor that we assess against the Subaccount's net assets held by each Subaccount for the mortality and expense risk charge and the administrative fee during that valuation period.

Loan Account Value – For Qualified Contracts that permit loans, the Loan Account Value as of the end of any Business Day is the Loan Account Value on the prior Business Day, increased by any:

- interest; plus
- Contract Value loaned on that day;

and decreased by any:

- loan principal repaid; plus
- earned interest transferred from the Loan Account on that day.

CHARGES, FEES AND DEDUCTIONS

Administrative Fee – We charge an administrative fee against the assets held in the Variable Investment Option(s). This fee is assessed daily at the annual rate which is shown in the Contract Specifications. This fee is guaranteed not to increase.

Mortality and Expense Risk Charge (“Risk Charge”) – We impose a Risk Charge against the assets held in the Variable Investment Option(s). This charge is assessed daily at the annual rate which is shown in the Contract Specifications. The Risk Charge compensates us for the risks we assume that mortality and expenses will vary from those we assumed. This charge is guaranteed not to increase.

Annual Fee - We charge an annual fee against the Contract Value on each Contract Anniversary prior to the Annuity Date, and at the time you withdraw the entire Net Contract Value (on a prorated basis for the current Contract Year). The annual fee is shown in the Contract Specifications. This fee is guaranteed not to increase. The annual fee is waived if, on any Contract Anniversary prior to the Annuity Date, or at the time you make a full withdrawal, the Net Contract Value is \$50,000 or more on that day.

We will not impose the annual fee on amounts applied to provide an annuity or on payment of the death benefit proceeds.

Sales Charge – A sales charge will be assessed on each Purchase Payment made to the Contract. The sales charge percentages schedule is set forth in the Contract Specifications. The applicable charge will be deducted from each Purchase Payment at the time a Purchase Payment is made to the Contract. The amount of the initial charge is based on the applicable percentage of the sum of (1) and (2) where:

- (1) is the initial Purchase Payment applied to the Contract; plus
- (2) the amount indicated in any LOI.

For subsequent Purchase Payments made, the sales charge for each additional Purchase Payment will be based on the applicable percentage for the greater of (1) or (2) below:

- (1) the amount of the additional Purchase Payment applied to the Contract plus the ending Contract Value for the Business Day prior to the date we receive the additional Purchase Payment; or
- (2) Total Purchase Payments applied to the Contract minus any withdrawals.

For purposes of determining the Sales Charge, the LOI will no longer apply in the charge calculation once the earliest of the following occurs:

- (1) we receive a subsequent Purchase Payment that satisfies or exceeds the amount indicated in the LOI; or
- (2) after 13 months from the Contract Date.

Premium Taxes – From the Contract Value, we will deduct a charge for any taxes we pay that are attributable to Purchase Payments or withdrawals. Such taxes may include, but are not limited to: any federal, state or local premium or retaliatory taxes; and any federal, state or local income, excise, business or any other type of tax (or component thereof), measured by or based upon, directly or indirectly, the amount of Purchase Payments we receive from you. We will normally deduct this charge upon annuitization. However, we may impose this charge on any withdrawal, at the time any death benefit is paid, when the taxes are incurred or when we pay the taxes. We will base this charge on the Contract Value, the amount of the transaction, the aggregate amount of Purchase Payments we receive under the Contract; or any other amount that, in our sole discretion, we deem appropriately reimburses us for premium taxes paid on this Contract.

Other Taxes – We reserve the right to charge the Separate Account and/or deduct from the Contract Value a charge for any federal, state or local taxes we pay that are or become attributable to the Separate Account or Contract, including, but not limited to, income taxes attributable to our operation of the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments or payments we make under this Contract.

TRANSFER PROVISIONS

Transfers – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, transfer all or part of the Contract Value, less any Loan Account Value, in any Investment Option among other Investment Options, while the Annuitant is living and the Contract is in force.

Your transfer request must specify:

- (a) **the Investment Option (the “source account”) from which the transfer is to be made.** You may choose one or more Investment Options as your source account(s). Your source account may not also be a target account;
- (b) **the amount of the transfer.** The amount of the transfer may be specified as a dollar amount or a percentage of the source Account Value. If you select more than one source account, the amount of the transfer from each source account must be at least the lesser of either \$250 or the full source Account Value; and
- (c) **the Investment Option (the “target account”) to receive the transferred amount.** You may choose one or more Investment Options as your target account(s). If you select more than one target account, your request must specify how the transferred amounts are to be allocated among the target accounts. Your source account may not also be a target account.

Transfers among Investment Options will normally be effective as of the end of the Business Day the transfer request, in a form satisfactory to us, is received at our Service Center.

Transfer Limitations and Restrictions – The following limitations and restrictions apply to transfers among Investment Options:

- (a) Transfers are allowed thirty (30) days after the Contract Date.
- (b) Transfers are limited to twenty-five (25) transfers during each Calendar Year and only two (2) per month, into or out, that affect any international Investment Options. For the purpose of applying this limitation, transfers that occur on the same day are considered one transfer and transfers that occur as a result of any systematic transfer option are excluded from the maximum twenty-five (25) transfers per Calendar Year limitation.
- (c) Transfers to or from an Investment Option cannot be made until the eighth (8th) calendar day (provided that day is a Business Day) from the last day of the most recent transfer to or from that Investment Option. The day of the most recent transfer is considered as the first (1st) calendar day for purposes of meeting this requirement. Transfers that occur as a result of any systematic transfer option are excluded from this requirement.
- (d) If a transfer reduces the remaining Account Value in any Investment Option immediately after such transfer to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.
- (e) We further reserve the right to restrict, in our sole discretion and without prior notice, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:
 - (i) not accepting transfer instructions from an individual or entity acting on behalf of more than one Contract Owner; and
 - (ii) not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.
- (f) We further reserve the right to modify the limits described in subparagraphs (a) through (e) above or to impose, without prior notice, other limitations and restrictions on transfers or exchanges that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners or to comply with any applicable federal or state laws, rules and regulations.

WITHDRAWAL PROVISIONS

Withdrawals – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, withdraw all or a portion of the amount available under this Contract, while the Annuitant is living and the Contract is in force. However, no withdrawals are allowed within thirty (30) days of the Contract Date.

You may specify that the withdrawal be taken from a specific Investment Option(s) or pro rata from all Investment Options. If your request does not specify the Investment Option(s) from which the withdrawal is to be made, the withdrawal will be taken pro rata from all Investment Options relative to the Account Value in each option.

Withdrawals will normally be effective as of the end of the Business Day the withdrawal request, in a form satisfactory to us, is received at our Service Center.

Minimum Withdrawal Amount – The minimum amount that may be withdrawn is \$500. If the withdrawal reduces the Account Value in any Investment Option to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If the withdrawal reduces the Net Contract Value to an amount less than \$1,000, we may terminate this Contract and pay you the withdrawal proceeds (see **Full Withdrawal** provision). We will not terminate the Contract if you own an optional rider and a withdrawal reduces the Net Contract Value to an amount less than \$1,000. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

Full Withdrawal - You may, on or before the Annuity Date, make a full withdrawal under this Contract for its withdrawal proceeds, while the Annuitant is living and the Contract is in force. A full withdrawal will terminate the Contract. We will require the return of this Contract or a signed Lost Contract Affidavit with your request. Your request for a full withdrawal will normally be effective as of the end of the Business Day such request, in a form satisfactory to us, is received at our Service Center. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

If you have a LOI and you choose to make a full withdrawal within 13 months of the Contract Date and the total additional Purchase Payments applied to the Contract are less than the amount indicated in your LOI, we will pay you the Net Contract Value as of the end of the Business Day on which the withdrawal request is effective, less:

- the difference between (1) and (2) where (1) is the Sales Charge applicable for the amount of total additional Purchase Payments applied to the Contract and (2) is the Sales Charge assessed for the initial Purchase Payment plus the amount indicated in the LOI;
- charges for annual fees (on a prorated basis for the current Contract Year);
- charges for expenses relating to optional riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

If you choose to make a full withdrawal after the end of 13 months from the Contract Date, or if you did not send us a LOI, we will pay you the withdrawal proceeds as determined under the **Amount Available for Withdrawal** provision.

Amount Available for Withdrawal – The amount available for withdrawal is the Net Contract Value as of the end of the Business Day on which the withdrawal request is effective, less any:

- charges for expenses relating to optional riders attached to the Contract
- charges for annual fees (on a prorated basis for the current Contract Year); and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

DEATH BENEFIT PROVISIONS

Death Benefit – A death benefit will be payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force.

The proceeds of any death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the "Notice Date"). Such proceeds will equal the Death Benefit Amount reduced by any:

- Contract Debt; and
- charges for premium taxes and/or other taxes, if proceeds are used to purchase an Annuity Option from us.

These proceeds may be payable in a lump sum, as periodic payments under an Annuity Option available under this Contract, towards the purchase of any other Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

If there are multiple Beneficiaries, the Death Benefit Amount will be calculated when we first receive proof of death and instructions, in proper form, from any Beneficiary. Any Death Benefit Amount still remaining to be paid to any other Beneficiary will fluctuate with the performance of the underlying Investment Options.

Death Benefit Amount – The Death Benefit Amount as of any Business Day prior to the Annuity Date is equal to the greater of:

- (a) the Contract Value as of that day; or
- (b) the aggregate Purchase Payments reduced by an amount for each withdrawal that has occurred, which is calculated by multiplying the aggregate Purchase Payments received prior to each withdrawal by the ratio of the amount of the withdrawal to the Contract Value immediately prior to the withdrawal.

Death of Annuitant – If the Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date. Unless there is a surviving Joint Annuitant or Contingent Annuitant, we will pay the death benefit proceeds to the first person among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to the Owner's estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant. No death benefit will be paid, except as otherwise provided under the Death Benefit provision.

If you are the Annuitant and you die, we will determine the amount of any death benefit and to whom it will be paid under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

Death of Owner – If the Owner dies before the sole surviving Annuitant and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date.

If the Owner dies before the sole surviving Annuitant and before the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to your estate.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

Death of Owner Distribution Rules – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time, or the lump sum payment option will be deemed elected. We will consider that deemed election as our receipt of instructions regarding payment of the death benefit proceeds.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit. The amount that the Death Benefit Amount exceeds the Contract Value will be added to the Contract Value in the form of the Add-In Amount on the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and will be considered earnings. There will not be an adjustment to the Contract Value if the Contract Value is equal to the death benefit proceeds as of the Notice Date.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first person among the following who is (1) living; or (2) an entity entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408 or 408A of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

BENEFICIARY PROVISIONS

Designation of Beneficiary – The Beneficiary is the person you name who may receive any death benefit proceeds, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. The Owner can name more than one Beneficiary. Multiple Beneficiaries will share the death benefit proceeds (or any remaining annuity payments) equally, unless otherwise specified. If any Beneficiary predeceases the Annuitant or Owner, that Beneficiary's interest will go to any other Beneficiaries named, according to their respective interests, unless otherwise specified. If you leave no surviving Beneficiary, your estate may receive the death benefit proceeds.

If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any death benefit proceeds, nor for how the trustee disposes of any death benefit proceeds. If before payment of any death benefit proceeds, we receive proper notice that the trust has been revoked or is not in effect, then any death benefit proceeds payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

Adding or Changing Your Beneficiary – You may add, change, or remove any Beneficiary, subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will generally take effect only when we receive all necessary documents and record the change or addition. Any such change or addition will not impact any payment made or other action taken by us before the change or addition was received and recorded by us at our Service Center.

ANNUITY PROVISIONS

Choice of Annuity Date – Unless otherwise changed as provided below, the Annuity Date is shown in the Contract Specifications. We assigned the Annuity Date based on the Contract type chosen and the Annuitant's Age shown in the application for this Contract. If there are Joint Annuitants, the Annuity Date was based on the younger Annuitant's birthday.

The Annuity Date may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date or new Annuity Date, whichever is earlier, subject to any applicable state law or the Code.

The new Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the Annuitant reaches his or her 95th birthday, or earlier, as required by any applicable state law or the Code. If there are Joint Annuitants, the Annuity Date will be based on the younger Annuitant's birthday. You may be subject to additional restrictions under your Qualified Plan. You should consult with your Qualified Plan administrator before you elect an Annuity Date.

Default Annuity Option – For all Non-Qualified Contracts and those Qualified Contracts where the Annuitant is not married, the Annuity Option will be Life with a Period Certain of Ten (10) Years. If this is a Qualified Contract and you are married, the Annuity Option will be Joint and Survivor Life, with survivor payments of 100%, and your spouse will automatically be named as the secondary Annuitant.

The Annuity Option may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date, to any other Annuity Option contained in this Contract or allowed by us.

Unless otherwise specified or changed, we will make annuity payments based on our most frequent payment schedule that results in an initial annuity payment of at least \$250. The payment frequency may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date.

Subject to our minimum requirements, the Net Contract Value less any charges for premium taxes and/or other taxes will be converted to a fixed annuity payout option on the Annuity Date.

Application of Contract Value – Prior to the Annuity Date, you may elect to convert all or part of the Net Contract Value less any charge for premium taxes and/or other taxes, to any currently offered Annuity Option. The aggregate net amount you convert must be at least \$10,000; otherwise, we reserve the right to terminate this Contract and pay a single amount equal to the withdrawal proceeds as determined under the **Full Withdrawal** provision.

Subject to the **Withdrawal Provisions**, you may also elect a full withdrawal in lieu of annuity payments under an Annuity Option. Before we make any full withdrawal, we require return of this Contract (or a signed Lost Contract Affidavit) to us.

If you convert only a portion of the Net Contract Value on the Annuity Date, you may, at that time, elect not to have the remainder of the Net Contract Value distributed, but instead to continue the Contract with that remaining Contract Value. This option may or may not be available, or may be available only for certain types of Contracts. If this option is available and you elect it, you would choose a second Annuity Date for such Contract Value. All references in this Contract to the Annuity Start Date (or Annuity Date) would, with regard to such Contract Value, be deemed to refer to that second Annuity Date. The second Annuity Date may not be after the Annuitant's 95th birthday. You should consult with your tax adviser for more information if you desire this option.

Your Selections – Prior to the Annuity Date, you may make three selections about the annuity payments. First, you may choose whether you want those payments to be a fixed-dollar amount or a variable-dollar amount, or both. Second, you may choose the form of annuity payments (Annuity Option). Third, you may choose to have annuity payments made monthly, quarterly, semiannually, or annually.

The first annuity payment will be sent on the day following the Annuity Date and must be at least \$250. We may reduce the payment frequency if the first annuity payment is less than \$250. If you elect annuity payments for a Period Certain Only, we also reserve the right to reduce the Period Certain to meet the \$250 minimum first payment.

Once annuity payments begin, no changes can be made to either the Annuity Option or the basis on which such payments are made (a fixed annuity basis or variable annuity basis), no additional purchase payments will be accepted and no withdrawals will be allowed.

Fixed and Variable Annuities – You may choose a fixed annuity (with fixed-dollar payments), a variable annuity (with variable-dollar payments), or you may choose a combination of both. If you select a variable annuity, you may choose any Subaccounts for the annuity. If you select a variable annuity, on the Annuity Date, we will convert that portion of the Net Contract Value as it is currently allocated among the Subaccount(s). We will apply the net amount you convert to a fixed annuity and/or a variable annuity (and in this instance, to each Subaccount), based on the relative Account Value in each Investment Option on the Annuity Date. Any net amount you convert to a fixed annuity will be held in our General Account.

Each periodic payment under the fixed annuity will be equal to the amount of the first fixed annuity payment (unless you elect a joint and survivor life annuity with reduced survivor payments). The amount of each variable annuity periodic payment will vary with the investment results of the Subaccount(s) you select. After the Annuity Date, you may exchange the Annuity Units in any Subaccount(s) for Annuity Units in any other Subaccount(s) up to four (4) times in any twelve (12) month period. We reserve the right to limit the Subaccounts available, to change the number and frequency of exchanges and to change the number of Subaccounts you may choose.

Amount of Payments – The first annuity payment amount depends on the Annuity Option, payment frequency, and whether you select a fixed annuity and/or a variable annuity. If you do not choose the Period Certain Only Option, the amount will depend on the Age of the Annuitant(s), the Annuity Date, and the sex of the Annuitant(s), unless unisex factors apply.

Fixed Annuity Payments – The minimum guaranteed income purchased per \$1,000 of the net amount applied to a fixed annuity is based on an annual interest rate of 3% and the 1983a Mortality Table with the ages set back ten (10) years.

Conversion to Current Rates – Annuity payments will be based on the greater of:

- * our current income factors in effect for this Contract on the Annuity Date; or
- * our guaranteed income factors set forth in this Contract.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.

Variable Annuity Payments – Subaccount Annuity Units. For each Subaccount, we divide the amount of the initial variable annuity payment from each Subaccount by the Annuity Unit Value for that Subaccount (the “Annuity Unit Value”) on the Annuity Date, to obtain the number of Annuity Units for that Subaccount. The number of Annuity Units in each Subaccount will not change unless exchanges of Annuity Units are made (or if the Joint and Survivor Annuity Option is elected and the Primary Annuitant dies first), but the Annuity Unit Value of those Annuity Units will vary.

Subsequent Variable Payments – The amount of each subsequent variable annuity payment will be the sum of the amounts payable based on the Annuity Units in each Subaccount. To determine the amount payable for each Subaccount, we multiply the number of Annuity Units in that Subaccount by their Annuity Unit Value on the day in each payment period that corresponds to the Annuity Date.

Annuity Unit Value – The initial Annuity Unit Value for each Subaccount was arbitrarily set at \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Annuity Unit Value for each Subaccount is equal to $(A \times B) \times C$, where:

- A - is the Subaccount’s Annuity Unit Value for that Subaccount as of the end of the prior Business Day;
- B - is the Net Investment Factor for that Subaccount for that valuation period; and
- C - is an interest factor to offset the effect of the assumed investment return which is built into the Annuity Option Tables.

We generally calculate the Annuity Unit Value of each Subaccount on each day the New York Stock Exchange is open, provided our administrative offices are also open that day.

We guarantee that the amount of each subsequent annuity payment will not be affected by variations in our expenses or in mortality experience.

Periodic Payments – The first payment under the Annuity Options will be determined on the Annuity Date and will be made on the day following the Annuity Date.

For a Beneficiary entitled to a death benefit due to the death of any Owner or the sole surviving Annuitant, the first payment will be made on the first day of the calendar month, or earlier at our option, next following the day we receive due proof of the death and instructions regarding payment, (called the "Payment Start Date"), and such other documentation as we may require. Subsequent payments will be determined on the day in each payment period that corresponds to the Payment Start Date and will be made on the following day.

ANNUITY OPTIONS

The following Annuity Options are available under this Contract. Additional options may become available in the future:

Option 1 – Life Only: Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

Option 2 – Life with Period Certain: Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed variable payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed variable payments at the assumed investment return.

Option 3 – Joint and Survivor Life: Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant. If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66-2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant. Variable annuity payments will be determined using 50% or 66-2/3%, as applicable, of the number of Annuity Units for each Subaccount credited to the Contract. Payments stop when both Annuitants have died.

Option 4 – Period Certain Only: Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed variable payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed variable payments at the assumed investment return.

ANNUITY OPTION TABLES

Applicability of Rates – For the fixed Annuity Option, the Annuity Option Tables contained in the following pages illustrate the minimum guaranteed monthly income purchased per \$1,000 of the net amount applied.

The tables also illustrate the minimum rates for the first monthly variable annuity payment per \$1,000 of the net amount applied to the variable annuity payment option. Subsequent payments may be higher or lower than the first payment, based on the investment performance of the Subaccount(s) you elect and whether you exchange Subaccount Annuity Units.

For some Qualified Plans and in some states, the use of sex-distinct income factors are prohibited. For those Qualified Plans, we use blended unisex income factors for life payment options for both male and female Annuitants.

Basis of Computations – The actuarial basis for the fixed Annuity Option Tables is the 1983a Annuity Mortality Table with the ages set back ten (10) years with interest at an annual rate of 3%. The rates for variable annuity payments are based on an assumed investment return of 5% per year and the 1983a Annuity Mortality Table with the ages set back ten (10) years.

Rates Not Shown – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

**OPTIONS 1 AND 2
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS**

Fixed Annuity Rates

<u>Age</u>	<u>Male at 3%</u>			<u>Female at 3%</u>			<u>Unisex at 3%</u>		
	<u>Life Only</u>	<u>Life with Guaranteed</u>		<u>Life Only</u>	<u>Life with Guaranteed</u>		<u>Life Only</u>	<u>Life with Guaranteed</u>	
		<u>Period Certain</u>	<u>10 Yr.</u>		<u>20 Yr.</u>	<u>Period Certain</u>		<u>10 Yr.</u>	<u>20 Yr.</u>
30	3.04	3.03	3.03	2.93	2.93	2.93	2.99	2.98	2.98
35	3.14	3.14	3.13	3.02	3.02	3.01	3.08	3.08	3.07
40	3.28	3.27	3.26	3.13	3.12	3.12	3.20	3.20	3.19
45	3.44	3.44	3.41	3.26	3.26	3.24	3.35	3.35	3.33
50	3.66	3.64	3.60	3.42	3.42	3.40	3.54	3.54	3.50
55	3.93	3.90	3.82	3.63	3.63	3.59	3.78	3.77	3.71
60	4.27	4.22	4.08	3.90	3.89	3.82	4.09	4.06	3.96
65	4.70	4.62	4.39	4.25	4.22	4.11	4.48	4.43	4.25
70	5.28	5.14	4.71	4.72	4.66	4.44	5.00	4.90	4.58
75	6.10	5.81	5.02	5.35	5.22	4.79	5.73	5.52	4.92
80	7.23	6.61	5.27	6.25	5.96	5.12	6.74	6.30	5.20
85	8.82	7.49	5.42	7.56	6.89	5.35	8.18	7.20	5.39
90	11.06	8.33	5.49	9.53	7.89	5.47	10.28	8.12	5.48
95	14.16	8.97	5.51	12.48	8.74	5.50	13.30	8.86	5.51

Variable Annuity Rates

<u>Age</u>	<u>Male at 5%</u>			<u>Female at 5%</u>			<u>Unisex at 5%</u>		
	<u>Life Only</u>	<u>Life with Guaranteed</u>		<u>Life Only</u>	<u>Life with Guaranteed</u>		<u>Life Only</u>	<u>Life with Guaranteed</u>	
		<u>Period Certain</u>	<u>10 Yr.</u>		<u>20 Yr.</u>	<u>Period Certain</u>		<u>10 Yr.</u>	<u>20 Yr.</u>
30	4.38	4.37	4.36	4.29	4.29	4.29	4.34	4.33	4.33
35	4.46	4.46	4.44	4.36	4.35	4.35	4.41	4.41	4.40
40	4.57	4.56	4.54	4.44	4.44	4.42	4.51	4.50	4.49
45	4.71	4.70	4.67	4.55	4.54	4.52	4.63	4.62	4.60
50	4.91	4.89	4.82	4.69	4.68	4.65	4.80	4.78	4.74
55	5.16	5.12	5.02	4.87	4.86	4.81	5.02	4.99	4.92
60	5.48	5.41	5.24	5.12	5.09	5.01	5.30	5.26	5.13
65	5.89	5.79	5.51	5.44	5.40	5.26	5.67	5.60	5.39
70	6.46	6.28	5.80	5.89	5.80	5.55	6.18	6.05	5.68
75	7.27	6.91	6.08	6.51	6.34	5.87	6.89	6.64	5.98
80	8.41	7.68	6.29	7.39	7.05	6.16	7.90	7.38	6.23
85	10.02	8.52	6.43	8.72	7.93	6.37	9.36	8.24	6.40
90	12.29	9.30	6.49	10.71	8.88	6.47	11.49	9.10	6.48
95	15.42	9.90	6.51	13.70	9.68	6.50	14.55	9.80	6.51

OPTION 3 - JOINT AND 50% SURVIVOR LIFE

Primary Annuitant

Male Age

		60		65		70		75		80		85	
Female Age		3%	5%	3%	5%	3%	5%	3%	5%	3%	5%	3%	5%
		<u>Fixed</u>	<u>Variable</u>										
60	60	3.91	5.12	4.13	5.34	4.39	5.60	4.69	5.92	5.02	6.30	5.38	6.73
	65	3.99	5.19	4.25	5.43	4.54	5.73	4.88	6.09	5.26	6.51	5.67	6.98
	70	4.06	5.25	4.36	5.53	4.70	5.87	5.10	6.27	5.55	6.75	6.03	7.29
	75	4.12	5.31	4.46	5.62	4.85	6.00	5.32	6.47	5.86	7.03	6.45	7.66
	80	4.17	5.36	4.54	5.70	4.98	6.13	5.54	6.67	6.18	7.33	6.91	8.08
	85	4.21	5.40	4.60	5.77	5.09	6.24	5.72	6.86	6.49	7.63	7.40	8.54

Primary Annuitant

Unisex Age

		60		65		70		75		80		85	
Unisex Age		3%	5%	3%	5%	3%	5%	3%	5%	3%	5%	3%	5%
		<u>Fixed</u>	<u>Variable</u>										
60	60	3.84	5.05	4.07	5.27	4.34	5.54	4.65	5.86	5.00	6.24	5.39	6.69
	65	3.90	5.10	4.17	5.35	4.47	5.65	4.83	6.01	5.23	6.44	5.68	6.94
	70	3.96	5.15	4.25	5.43	4.60	5.76	5.02	6.17	5.49	6.66	6.03	7.24
	75	4.00	5.19	4.32	5.49	4.72	5.87	5.20	6.34	5.76	6.91	6.41	7.58
	80	4.03	5.23	4.38	5.55	4.81	5.96	5.36	6.49	6.02	7.15	6.81	7.96
	85	4.05	5.25	4.42	5.59	4.88	6.04	5.49	6.62	6.25	7.38	7.20	8.33

OPTION 3 - JOINT AND 66 2/3% SURVIVOR LIFE

Primary Annuitant

Male Age

		60		65		70		75		80		85	
Female Age		3%	5%	3%	5%	3%	5%	3%	5%	3%	5%	3%	5%
		<u>Fixed</u>	<u>Variable</u>										
60	60	3.80	5.01	3.97	5.18	4.16	5.36	4.35	5.58	4.55	5.81	4.76	6.06
	65	3.90	5.10	4.12	5.30	4.34	5.52	4.58	5.77	4.83	6.05	5.07	6.34
	70	4.00	5.18	4.25	5.42	4.53	5.69	4.84	6.00	5.15	6.33	5.46	6.68
	75	4.08	5.26	4.38	5.54	4.72	5.87	5.11	6.25	5.51	6.66	5.92	7.10
	80	4.14	5.33	4.48	5.64	4.89	6.03	5.37	6.50	5.90	7.03	6.45	7.59
	85	4.19	5.38	4.56	5.73	5.03	6.17	5.61	6.73	6.28	7.39	7.02	8.14

OPTION 3 - JOINT AND 100% SURVIVOR LIFE

Primary Annuitant

Male Age

		60		65		70		75		80		85	
Female Age		3%	5%	3%	5%	3%	5%	3%	5%	3%	5%	3%	5%
		<u>Fixed</u>	<u>Variable</u>										
60	60	3.60	4.80	3.69	4.88	3.76	4.94	3.81	5.00	3.84	5.04	3.87	5.06
	65	3.75	4.93	3.88	5.04	3.99	5.15	4.07	5.23	4.14	5.30	4.18	5.35
	70	3.88	5.05	4.06	5.21	4.24	5.37	4.38	5.52	4.50	5.63	4.58	5.72
	75	3.99	5.16	4.23	5.38	4.49	5.61	4.72	5.83	4.93	6.03	5.08	6.19
	80	4.08	5.25	4.38	5.52	4.72	5.83	5.07	6.17	5.40	6.49	5.68	6.77
	85	4.15	5.33	4.50	5.65	4.91	6.03	5.39	6.49	5.89	6.97	6.37	7.44

OPTION 4 - PERIOD CERTAIN ONLY

Monthly Income

<u>Years</u>	<u>3% Fixed</u>	<u>5% Variable</u>
5	17.90	18.74
6	15.13	15.98
7	13.16	14.02
8	11.68	12.56
9	10.53	11.42
10	9.61	10.51
11	8.86	9.77
12	8.24	9.16
13	7.71	8.64
14	7.26	8.20
15	6.87	7.82
16	6.53	7.49
17	6.23	7.20
18	5.96	6.94

Monthly Income

<u>Years</u>	<u>3% Fixed</u>	<u>5% Variable</u>
19	5.73	6.71
20	5.51	6.51
21	5.32	6.33
22	5.15	6.17
23	4.99	6.02
24	4.84	5.88
25	4.71	5.76
26	4.59	5.65
27	4.47	5.54
28	4.37	5.45
29	4.27	5.36
30	4.18	5.28



Pacific Life Insurance Company • [700 Newport Center Drive • Newport Beach, CA 92660]

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Annuities Payable in Variable and Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448

READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**").

We agree to pay the benefits provided under this Contract, subject to its provisions.

We have issued this Contract in consideration of the application and payment of the Initial Purchase Payment.

BENEFITS AND VALUES PROVIDED UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO A DOLLAR AMOUNT. THE DETAILS OF THE VARIABLE PROVISIONS BEGIN ON PAGE 10.

Right to Cancel – You may return this Contract within [ten (10)] days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any Sales Charges, charges for premium taxes and/or other taxes that were deducted from the Contract Value.

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

PACIFIC LIFE INSURANCE COMPANY

Chairman and Chief Executive Officer

Secretary

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Annuities Payable in Variable and Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating

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CONTRACT SPECIFICATIONS

Contract Data

Contract Number:	[VA99999999]	Contract Date:	[01-01-2009]
Contract Type:	[Non-Qualified]	Initial Purchase Payment:	[\$500,000]
Minimum Purchase Payment Amount:	[\$10,000]	Maximum Purchase Payment Amount Without Home Office Approval:	[\$1,000,000]
Owner(s):	[John Doe] [Jane Doe]		
Annuitant(s):	[John Doe] [Jane Doe]	Annuitant's Age:	[35] [35]
Annuity Date:	[01-01-2027]	Annuitant's Sex:	[Male] [Female]

Fees & Charges

M&E Risk Charge 0.60%
Administrative Fee 0.15%
Annual Fee \$30.00

Sales Charge Schedule

Cumulative Value*	Maximum Sales Charge as a Percentage of Purchase Payment
[Under \$50,000]	[5.5%]
[\$50,000 - \$99,999]	[4.5%]
[\$100,000 - \$249,999]	[3.5%]
[\$250,000 - \$499,999]	[2.5%]
[\$500,000 - \$999,999]	[2.0%]
[\$1,000,000 or more]	[0.5%]

*Cumulative Value means the greater of the following as of the day we receive the Purchase Payment:

1. Current Purchase Payment plus the prior Business Day's ending Contract Value; or
2. Total Purchase Payments minus any withdrawals.

Cumulative Value may also be increased by the amount indicated in your LOI.

Optional Riders

<u>Name</u>	<u>Annual Charge %</u>	<u>Maximum Annual Charge %</u>
[Stepped-Up Death Benefit Rider]	0.20%	0.20%
[Guaranteed Withdrawal Benefit III Rider]	0.95%	1.50%

For a complete description of the charges, fees and deductions shown above and other applicable fees and charges, refer to the **Charges, Fees and Deductions** section of the Contract or the Annual Charge provision of the Optional Rider(s) shown above, if applicable.

Investment Options

[Small-Cap Growth]	[Diversified Bond]	[Small-Cap Equity]	[Mid-Cap Growth]
[International Value]	[Growth LT]	[Small-Cap Value]	[Real Estate]
[International Small-Cap]	[Focused 30]	[Main Street Core]	[VPS Balanced
[Mid-Cap Value]	[Large-Cap Growth]	[Emerging Markets]	Wealth Strategy
[Equity Index]	[International Large-	[Managed Bond]	Portfolio]
[Small-Cap Index]	Cap]	[Inflation Managed]	[Global Allocation V.I.
[Diversified Research]	[Mid-Cap Equity]	[Money Market]	Fund]
[American Funds Growth-	[Large-Cap Value]	[High Yield Bond]	[Pacific Dynamix –
Income]	[Comstock]	[American Funds	Conservative Growth]
[American Funds Growth]	[GE Investments Total	Asset Allocation]	[Pacific Dynamix –
[Short Duration Bond]	Return Fund]	[VIP Founding	Growth]
[LIT Global Tactical Asset	[AIM V.I. PowerShares	Funds Allocation	[Pacific Dynamix –
Allocation Portfolio]	ETF Allocation Fund]	Fund]	Moderate Growth]

DCA Plus Fixed Option Guarantee Terms and Rates

6 Mos. [4.00%]*

12 Mos. [3.00%]*

*Minimum Guaranteed Interest Rate is 3.00% per year.

Service Center

Send Forms and written requests to:

Pacific Life Insurance Company

P.O. Box 2378

Omaha, Nebraska 68103-2378

Send Payments to:

Pacific Life Insurance Company

P.O. Box 2290

Omaha, Nebraska 68103-2290

Toll-Free Number for Contract Owners: [1-800-722-4448] (between 6 a.m. - 5 p.m., Pacific Time)

Toll-Free Number for Registered Representatives: [1-877-441-2357] (between 6 a.m. - 5 p.m., Pacific Time)

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints.

DEFINITION OF TERMS

Account Value – The amount of the Contract Value allocated to any one of the Investment Options.

Add-In Amount – The amount added by us, if applicable, to the Contract Value on the Notice Date to set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit.

Age – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

Annuitant – The person you name on whose life annuity payments may be determined. An Annuitant's life may also be used to determine certain increases in death benefits and to determine the Annuity Date. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be under Age 86 as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or change or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

Annuity Date ("Annuity Start Date") – The date shown in the Contract Specifications, or the date you later elect, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

Annuity Options – Income options available for a series of payments after the Annuity Date.

Beneficiary – The person you name who may receive any death benefit proceeds or any remaining annuity benefits in accordance with the provisions of this Contract.

Business Day – Any day on which the value of an amount invested in a Subaccount is required to be determined by applicable law which currently includes each day that both the New York Stock Exchange is open for trading and our administrative offices are open. If any transaction or event under this Contract is scheduled to occur on a day that does not exist in a given calendar period, or on a day that is not a Business Day, such transaction or event will be deemed to occur on the next following Business Day, unless otherwise stated.

Calendar Year – A one-year period beginning January 1 and ending December 31.

Code – The Internal Revenue Code of 1986, as amended.

Contingent Annuitant – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must be under Age 86 as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must be under Age 86 at the time of such change or addition. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

Contingent Beneficiary – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

Contract Anniversary – The same date, in each subsequent year, as the Contract Date.

Contract Date – The date we issued this Contract, as shown in the Contract Specifications. Contract Years, Contract Anniversaries, Contract Semiannual Periods, Contract Quarters and Contract Months are measured from the Contract Date.

Contract Debt – As of the end of any Business Day, the principal amount you have outstanding on any loan under this Contract, plus any accrued and unpaid interest.

Contract Value – As of the end of any Business Day, the Contract Value is equal to the sum of the Variable Account Value plus any Loan Account Value.

General Account – The General Account consists of our assets, other than those assets allocated to Separate Account A or to any of our other separate accounts.

Investment Option – A Variable Account offered under the Contract.

Loan Account Value – The amount, including any interest accrued, held in the Loan Account to secure any Contract Debt.

Net Contract Value – The Contract Value less any Contract Debt.

Net Purchase Payment – The Purchase Payment reduced by any applicable Sales Charge, premium taxes and/or other taxes.

Non-Natural Owner – A corporation or other entity that is not a (natural) person.

Non-Qualified Contract – A Contract other than a Qualified Contract.

Notice Date – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of death benefit proceeds.

Owner – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners ("Joint Owners"). Any named Owner must be under Age 86 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must be under Age 86 at the time of such change or addition.

Primary Annuitant – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

Purchase Payment – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity ("IRA") or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

SEC – Securities and Exchange Commission.

Separate Account or Separate Account A – The Company's Separate Account, registered as a unit investment trust under the Investment Company Act of 1940, as amended ("1940 Act").

Service Center – Our mailing address shown in the Contract Specifications. We will notify you of any change in our mailing address.

Subaccount – An investment division of the Separate Account. Each Subaccount, (a "Variable Investment Option" or "Variable Account") invests its assets in a separate series or class of shares of a designated investment company.

Subaccount Annuity Unit ("Annuity Units") – Annuity Units are used to measure variation in variable annuity payments. The amount of each variable annuity payment (after the first payment) will vary with the value and number of the Annuity Units in each Subaccount.

Subaccount Unit – Subaccount Units are used to measure the Variable Account Value in that Subaccount.

Unit Value – The value of a Subaccount Unit ("Subaccount Unit Value") or Subaccount Annuity Unit ("Subaccount Annuity Unit Value"). The Unit Value of any Subaccount is subject to change on any Business Day. The fluctuations in value reflect investment results and daily deductions for the mortality and expense risk charge and administrative fee. Changes in Subaccount Annuity Unit Values also reflect an additional adjustment factor that corrects for an assumed investment return. The Unit Value of a Subaccount Unit and of a Subaccount Annuity Unit are determined each Business Day.

Variable Account (“Variable Investment Option”) – A Subaccount of the Separate Account or any separate account of ours which is available under the Contract in which the assets of the Company are segregated from the assets in our General Account and from the assets in our other separate accounts.

Variable Account Value (“Subaccount Value”) – The aggregate amount of the Contract Value allocated to the Variable Accounts.

You and Your – The person or persons named as Owner(s) in the Contract Specifications. If there are Joint Owners, you and your mean both Joint Owners.

GENERAL PROVISIONS

Report to Owner(s) – At least once per year prior to the Annuity Date, we will provide you with a report that will show the Contract Value, any Purchase Payments received, loan repayments (if applicable), transfers, withdrawals, and/or charges and/or fees incurred since the last report, and any other information that may be required. After the Annuity Date, we will provide you with any information that may be required.

Payments, Instructions and Requests – Unless this Contract provides otherwise, all Purchase Payments, loan repayments (if applicable), instructions and requests must be received in a form satisfactory to us at our Service Center. Any subsequent Purchase Payments, loan repayments (if applicable) and requests for loans (if applicable), transfers or withdrawals received by us on any Business Day usually will be processed the same Business Day, unless the transaction or event is scheduled to occur on another day.

Generally, all other instructions and requests normally will be effective as of the end of the Business Day following the day such instructions and requests are received, in a form satisfactory to us, unless the transaction or event is scheduled to occur on another day. We may require that you provide signature guarantees or other safeguards for any instruction, request or other document you may send to our Service Center. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

Entire Contract – This Contract, the attached application and any attached riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

Contract Modifications – Modifications to this Contract or any waiver of our rights or requirements under this Contract can only be made if in writing by an authorized officer of the Company. This Contract is intended to qualify as an annuity contract for federal income tax purposes. In addition, if this Contract is a Qualified Contract, this Contract is intended to qualify as part of a Qualified Plan. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract without the Owner's consent (except in those states where Owner's consent is required) and/or our administrative procedures to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.

Basis of Values – A detailed statement showing how values are determined has been filed with the state insurance departments. All values and reserves are at least equal to those required by the laws of the state in which this Contract is delivered.

Claims of Creditors – The Contract Value and other benefits under this Contract are exempt from the claims of creditors to the extent permitted by law.

Removal of Beneficiary or Contingent Annuitant – You may remove a Beneficiary or Contingent Annuitant from this Contract by providing written instructions satisfactory to us to our Service Center.

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law.

Assignment – You may assign all rights and benefits under this Contract before the Annuity Date. We are not bound by any assignment until we have received at our Service Center written notice satisfactory to us and we record the assignment. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

Delay of Payments – Generally, we will pay any amounts due from the Contract within seven (7) days after our receipt of the request, in a form satisfactory to us. Payments or transfers to or from a Variable Account may be delayed after our receipt of the request under certain circumstances. These include:

- a closing of the New York Stock Exchange other than on a regular holiday or weekend;
- a trading restriction by the SEC; or
- an emergency declared by the SEC.

We may delay payments or transfers from our General Account (which would include payment of the withdrawal proceeds, loans, fixed annuity payments and lump sum death benefit payments, unless state law requires otherwise) for up to six (6) months after the requested effective date of the transaction. Any amount delayed, so long as it is held under the General Account, will earn interest at a minimum annual rate of 3%.

If you make any Purchase Payment by check, other than a cashier's check, we may delay making payments to you until your check has cleared.

Incontestability – After this Contract has been issued, we will not contest the validity of this Contract other than for misstatement of age, sex or identity.

Misstatement of Age and/or Sex – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit proceeds are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit proceeds on the Annuitant's or Owner's correct Age and/or sex.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex (or both) of the Annuitant is incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started and we have made overpayments, we will deduct the amount of the overpayment, with interest at 3% per year, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at 3% per year, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

Proof of Life or Death – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

Withholding Taxes – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

Non-Participating – This Contract is classified as a non-participating contract. It does not participate in our profits or surplus, and therefore no dividends are payable.

PURCHASE PAYMENTS

Initial Purchase Payment – This Contract will not be in force until we receive at our Service Center the initial Purchase Payment. The initial Purchase Payment is shown in the Contract Specifications and does not reflect the deduction of the applicable Sales Charge, any applicable premium taxes and/or other taxes.

Additional Purchase Payments – You may make additional Purchase Payments at any time before the Annuity Date, while the Annuitant is living and this Contract is in force. Each additional Purchase Payment must be at least \$250 for Non-Qualified Contracts and \$50 for Qualified Contracts. We may limit the amount of any single Purchase Payment. A single Purchase Payment or the aggregate of all Purchase Payments may not exceed the Maximum Purchase Payment amount shown in the Contract Specifications without our approval.

Purchase Payments are payable in U.S. dollars at our Service Center. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared.

Letter of Intent (LOI) – You may commit to invest additional Purchase Payments within 13 months from the Contract Date through a LOI in order to qualify you for a lower initial Sales Charge. See the **Sales Charge** provision for an explanation of determining the appropriate Sales Charge when a LOI is involved.

If, after 13 months from the Contract Date, the total additional Purchase Payments applied to the Contract are less than the amount indicated in your LOI, we will deduct from the Contract Value an adjustment to the Sales Charge, where the adjustment is the difference between (1) and (2) below:

- (1) the Sales Charge applicable for the amount of total additional Purchase Payments applied to the Contract; and
- (2) the Sales Charge assessed for the initial Purchase Payment plus the amount indicated in the LOI.

If, prior to the end of the 13th month from the Contract Date, your Contract terminates, you annuitize your Contract or you die and the total additional Purchase Payments applied to the Contract are less than the amount indicated in your LOI, we will deduct from the Contract Value an adjustment to the Sales Charge, where the adjustment is the difference between (1) and (2) below:

- (1) the Sales Charge applicable for the amount of total additional Purchase Payments applied to the Contract; and
- (2) the Sales Charge assessed for the initial Purchase Payment plus the amount indicated in the LOI.

We reserve the right to modify, suspend or terminate this program at any time.

Purchase Payment Allocation – Prior to the Annuity Date, you may allocate all or part of your Net Purchase Payments to one or more of the Investment Options available under this Contract. The Investment Options available on the Contract Date are shown in the Contract Specifications.

You may change the Purchase Payment allocation by providing us with instructions in a form satisfactory to us. We will allocate any Net Purchase Payment according to your most recent allocation instructions. We may reject any instruction or Purchase Payment if your instructions are not clear and we cannot determine your allocation instructions.

Allocations During the Right to Cancel Period – We will allocate the initial Net Purchase Payment in accordance with your most recent allocation instructions.

Minimum Investment Option Value – We reserve the right to require that, as a result of any allocation to an Investment Option, any transfer, or any withdrawal, the remaining Account Value in any Investment Option must be at least \$500.

We also reserve the right to transfer any remaining Account Value that does not meet such minimum amount to your other Investment Options on a pro rata basis relative to your most recent allocation instructions for those Investment Options.

VARIABLE INVESTMENT OPTIONS

Variable Investment Options – The Variable Investment Options consist of Subaccounts of the Separate Account. The available Subaccounts as of the Contract Date are shown in the Contract Specifications.

Separate Account – We established the Separate Account under the laws of the state of California. The Separate Account is maintained under the laws of our state of domicile. Any income, gains or losses (whether or not realized) from the assets of each Variable Account are credited or charged against such Variable Account without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this Contract and other variable annuity contracts. Assets may be put in our Separate Account for other purposes, but not to support contracts other than variable annuity contracts. The assets of our Separate Account are our property. The portion of the Separate Account assets equal to the reserves and other Contract liabilities with respect to each Variable Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a separate account in excess of the reserves and other liabilities with respect to its Variable Accounts to another separate account or to our General Account. All obligations arising under the Contract are our general corporate obligations. We do not hold ourselves out to be trustees of the Separate Account assets.

We reserve the right, subject to compliance with the law then in effect, and after any required regulatory approval, to:

- cease offering any Subaccount;
- add or change designated investment companies or their portfolios, or other investment vehicles;
- add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account or any Variable Account;
- permit conversion or exchanges between portfolios and/or classes of contracts on the basis of Owners' requests;
- add, remove or combine Variable Accounts;
- combine the assets of any Variable Account with any of our other Separate Accounts or of any of our affiliates;
- register or deregister Separate Account A or any Variable Account under the 1940 Act;
- operate any Variable Account as a managed investment company under the 1940 Act, or any other form permitted by law;
- run any Variable Account under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of Owners with respect to any Variable Account or other persons who have voting rights as to any Variable Account;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the Contracts as annuities under the Code;
- make other changes required under federal or state law relating to annuities;
- suspend or discontinue sale of the Contracts; and
- comply with applicable law.

If any of these changes result in a material change in the underlying investments of a Variable Account, we will notify you of such change.

We will not change the investment policy of the Separate Account without following the filing and other procedures of the insurance supervisory official of our state of domicile and the filing and other procedures established by insurance regulators of the state of delivery. Unless required by law or regulation, an investment policy may not be changed without our consent.

From time to time we may make other Investment Options available to you. Any new Investment Option may invest in portfolios of the designated investment company, other designated investment companies or their portfolios, or in other investment vehicles. New Investment Options will be made available to existing Owners at our discretion. We will provide you with written notice of all material details, including investment objectives and charges. We will comply with the filing or other procedures established by applicable state insurance regulators, to the extent required by applicable law.

CONTRACT VALUES

Contract Value – The Contract Value on any Business Day is the sum of:

- the Variable Account Value; plus
- the Loan Account Value.

We generally determine values on each day that the New York Stock Exchange is open, provided our administrative offices are also open on that day.

If no Purchase Payments have been received during the preceding three-year period and the Contract Value is below \$1,000 and there are no optional riders in effect, we reserve the right to pay the Owner the Net Contract Value as a lump sum.

Variable Account Value – The Variable Account Value on any Business Day is the sum of the Subaccount Values on that day.

Subaccount Value – Each Subaccount Value on any Business Day is equal to the number of Subaccount Units in that Subaccount multiplied by the Unit Value of the Subaccount on that day.

We credit the Subaccount with Subaccount Units as a result of any:

- Purchase Payments received by us, reduced by any applicable Sales Charge, premium taxes and/or other taxes, and allocated to that Subaccount;
- transfers to that Subaccount, including transfers from the Loan Account; and
- additional amounts allocated to that Subaccount.

We debit the Subaccount with Subaccount Units as a result of any:

- transfers from that Subaccount, including transfers to the Loan Account;
- withdrawals;
- amounts applied to provide for annuity payments;
- annual fees;
- annual charges for expenses relating to optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The number of Subaccount Units we credit to, or debit from, a Subaccount in connection with a transaction is equal to the amount of the transaction applicable to that Subaccount divided by that Subaccount's Unit Value at the end of the valuation period that includes that day. The number of Subaccount Units in a Subaccount will change only if we credit or debit Subaccount Units for the transactions specified above. The number of Subaccount Units will not change because of subsequent changes in the Subaccount Unit Value.

Subaccount Unit Value – The initial Unit Value of each Subaccount was \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Unit Value for each Subaccount is equal to (Y) times (Z), where:

(Y) is the Unit Value for that Subaccount as of the end of the prior Business Day; and

(Z) is the Net Investment Factor for that Subaccount for the period (a "valuation period") between the prior Business Day and that Business Day.

Net Investment Factor – Each Subaccount's Net Investment Factor for any valuation period is equal to $(A / B) - C$, where:

(A) equals:

- (a) the net asset value per share of the corresponding portfolio shares held by the Subaccount as of the end of that valuation period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that valuation period on the portfolio shares held by the Subaccount; plus or minus

(c) any per share charge or credit for any income taxes, other taxes, or amounts set aside during that valuation period as a reserve for any income and/or any other taxes for which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Purchase Payments;

(B) is the net asset value per share of the portfolio shares held by the Subaccount as of the end of the prior valuation period; and

(C) is a factor that we assess against the Subaccount's net assets held by each Subaccount for the mortality and expense risk charge and the administrative fee during that valuation period.

Loan Account Value – For Qualified Contracts that permit loans, the Loan Account Value as of the end of any Business Day is the Loan Account Value on the prior Business Day, increased by any:

- interest; plus
- Contract Value loaned on that day;

and decreased by any:

- loan principal repaid; plus
- earned interest transferred from the Loan Account on that day.

CHARGES, FEES AND DEDUCTIONS

Administrative Fee – We charge an administrative fee against the assets held in the Variable Investment Option(s). This fee is assessed daily at the annual rate which is shown in the Contract Specifications. This fee is guaranteed not to increase.

Mortality and Expense Risk Charge (“Risk Charge”) – We impose a Risk Charge against the assets held in the Variable Investment Option(s). This charge is assessed daily at the annual rate which is shown in the Contract Specifications. The Risk Charge compensates us for the risks we assume that mortality and expenses will vary from those we assumed. This charge is guaranteed not to increase.

Annual Fee - We charge an annual fee against the Contract Value on each Contract Anniversary prior to the Annuity Date, and at the time you withdraw the entire Net Contract Value (on a prorated basis for the current Contract Year). The annual fee is shown in the Contract Specifications. This fee is guaranteed not to increase. The annual fee is waived if, on any Contract Anniversary prior to the Annuity Date, or at the time you make a full withdrawal, the Net Contract Value is \$50,000 or more on that day.

We will not impose the annual fee on amounts applied to provide an annuity or on payment of the death benefit proceeds.

Sales Charge – A sales charge will be assessed on each Purchase Payment made to the Contract. The sales charge percentages schedule is set forth in the Contract Specifications. The applicable charge will be deducted from each Purchase Payment at the time a Purchase Payment is made to the Contract. The amount of the initial charge is based on the applicable percentage of the sum of (1) and (2) where:

- (1) is the initial Purchase Payment applied to the Contract; plus
- (2) the amount indicated in any LOI.

For subsequent Purchase Payments made, the sales charge for each additional Purchase Payment will be based on the applicable percentage for the greater of (1) or (2) below:

- (1) the amount of the additional Purchase Payment applied to the Contract plus the ending Contract Value for the Business Day prior to the date we receive the additional Purchase Payment; or
- (2) Total Purchase Payments applied to the Contract minus any withdrawals.

For purposes of determining the Sales Charge, the LOI will no longer apply in the charge calculation once the earliest of the following occurs:

- (1) we receive a subsequent Purchase Payment that satisfies or exceeds the amount indicated in the LOI; or
- (2) after 13 months from the Contract Date.

Premium Taxes – From the Contract Value, we will deduct a charge for any taxes we pay that are attributable to Purchase Payments or withdrawals. Such taxes may include, but are not limited to: any federal, state or local premium or retaliatory taxes; and any federal, state or local income, excise, business or any other type of tax (or component thereof), measured by or based upon, directly or indirectly, the amount of Purchase Payments we receive from you. We will normally deduct this charge upon annuitization. However, we may impose this charge on any withdrawal, at the time any death benefit is paid, when the taxes are incurred or when we pay the taxes. We will base this charge on the Contract Value, the amount of the transaction, the aggregate amount of Purchase Payments we receive under the Contract; or any other amount that, in our sole discretion, we deem appropriately reimburses us for premium taxes paid on this Contract.

Other Taxes – We reserve the right to charge the Separate Account and/or deduct from the Contract Value a charge for any federal, state or local taxes we pay that are or become attributable to the Separate Account or Contract, including, but not limited to, income taxes attributable to our operation of the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments or payments we make under this Contract.

TRANSFER PROVISIONS

Transfers – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, transfer all or part of the Contract Value, less any Loan Account Value, in any Investment Option among other Investment Options, while the Annuitant is living and the Contract is in force.

Your transfer request must specify:

- (a) **the Investment Option (the “source account”) from which the transfer is to be made.** You may choose one or more Investment Options as your source account(s). Your source account may not also be a target account;
- (b) **the amount of the transfer.** The amount of the transfer may be specified as a dollar amount or a percentage of the source Account Value. If you select more than one source account, the amount of the transfer from each source account must be at least the lesser of either \$250 or the full source Account Value; and
- (c) **the Investment Option (the “target account”) to receive the transferred amount.** You may choose one or more Investment Options as your target account(s). If you select more than one target account, your request must specify how the transferred amounts are to be allocated among the target accounts. Your source account may not also be a target account.

Transfers among Investment Options will normally be effective as of the end of the Business Day the transfer request, in a form satisfactory to us, is received at our Service Center.

Transfer Limitations and Restrictions – The following limitations and restrictions apply to transfers among Investment Options:

- (a) Transfers are allowed thirty (30) days after the Contract Date.
- (b) Transfers are limited to twenty-five (25) transfers during each Calendar Year and only two (2) per month, into or out, that affect any international Investment Options. For the purpose of applying this limitation, transfers that occur on the same day are considered one transfer and transfers that occur as a result of any systematic transfer option are excluded from the maximum twenty-five (25) transfers per Calendar Year limitation.
- (c) Transfers to or from an Investment Option cannot be made until the eighth (8th) calendar day (provided that day is a Business Day) from the last day of the most recent transfer to or from that Investment Option. The day of the most recent transfer is considered as the first (1st) calendar day for purposes of meeting this requirement. Transfers that occur as a result of any systematic transfer option are excluded from this requirement.
- (d) If a transfer reduces the remaining Account Value in any Investment Option immediately after such transfer to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.
- (e) We further reserve the right to restrict, in our sole discretion and without prior notice, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:
 - (i) not accepting transfer instructions from an individual or entity acting on behalf of more than one Contract Owner; and
 - (ii) not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.
- (f) We further reserve the right to modify the limits described in subparagraphs (a) through (e) above or to impose, without prior notice, other limitations and restrictions on transfers or exchanges that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners or to comply with any applicable federal or state laws, rules and regulations.

WITHDRAWAL PROVISIONS

Withdrawals – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, withdraw all or a portion of the amount available under this Contract, while the Annuitant is living and the Contract is in force. However, no withdrawals are allowed within thirty (30) days of the Contract Date.

You may specify that the withdrawal be taken from a specific Investment Option(s) or pro rata from all Investment Options. If your request does not specify the Investment Option(s) from which the withdrawal is to be made, the withdrawal will be taken pro rata from all Investment Options relative to the Account Value in each option.

Withdrawals will normally be effective as of the end of the Business Day the withdrawal request, in a form satisfactory to us, is received at our Service Center.

Minimum Withdrawal Amount – The minimum amount that may be withdrawn is \$500. If the withdrawal reduces the Account Value in any Investment Option to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If the withdrawal reduces the Net Contract Value to an amount less than \$1,000, we may terminate this Contract and pay you the withdrawal proceeds (see **Full Withdrawal** provision). We will not terminate the Contract if you own an optional rider and a withdrawal reduces the Net Contract Value to an amount less than \$1,000. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

Full Withdrawal - You may, on or before the Annuity Date, make a full withdrawal under this Contract for its withdrawal proceeds, while the Annuitant is living and the Contract is in force. A full withdrawal will terminate the Contract. We will require the return of this Contract or a signed Lost Contract Affidavit with your request. Your request for a full withdrawal will normally be effective as of the end of the Business Day such request, in a form satisfactory to us, is received at our Service Center. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

If you have a LOI and you choose to make a full withdrawal within 13 months of the Contract Date and the total additional Purchase Payments applied to the Contract are less than the amount indicated in your LOI, we will pay you the Net Contract Value as of the end of the Business Day on which the withdrawal request is effective, less:

- the difference between (1) and (2) where (1) is the Sales Charge applicable for the amount of total additional Purchase Payments applied to the Contract and (2) is the Sales Charge assessed for the initial Purchase Payment plus the amount indicated in the LOI;
- charges for annual fees (on a prorated basis for the current Contract Year);
- charges for expenses relating to optional riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

If you choose to make a full withdrawal after the end of 13 months from the Contract Date, or if you did not send us a LOI, we will pay you the withdrawal proceeds as determined under the **Amount Available for Withdrawal** provision.

Amount Available for Withdrawal – The amount available for withdrawal is the Net Contract Value as of the end of the Business Day on which the withdrawal request is effective, less any:

- charges for expenses relating to optional riders attached to the Contract
- charges for annual fees (on a prorated basis for the current Contract Year); and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

DEATH BENEFIT PROVISIONS

Death Benefit – A death benefit will be payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force.

The proceeds of any death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the "Notice Date"). Such proceeds will equal the Death Benefit Amount reduced by any:

- Contract Debt; and
- charges for premium taxes and/or other taxes, if proceeds are used to purchase an Annuity Option from us.

These proceeds may be payable in a lump sum, as periodic payments under an Annuity Option available under this Contract, towards the purchase of any other Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

If there are multiple Beneficiaries, the Death Benefit Amount will be calculated when we first receive proof of death and instructions, in proper form, from any Beneficiary. Any Death Benefit Amount still remaining to be paid to any other Beneficiary will fluctuate with the performance of the underlying Investment Options.

Death Benefit Amount – The Death Benefit Amount as of any Business Day prior to the Annuity Date is equal to the greater of:

- (a) the Contract Value as of that day; or
- (b) the aggregate Purchase Payments reduced by an amount for each withdrawal that has occurred, which is calculated by multiplying the aggregate Purchase Payments received prior to each withdrawal by the ratio of the amount of the withdrawal to the Contract Value immediately prior to the withdrawal.

Death of Annuitant – If the Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date. Unless there is a surviving Joint Annuitant or Contingent Annuitant, we will pay the death benefit proceeds to the first person among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to the Owner's estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant. No death benefit will be paid, except as otherwise provided under the Death Benefit provision.

If you are the Annuitant and you die, we will determine the amount of any death benefit and to whom it will be paid under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

Death of Owner – If the Owner dies before the sole surviving Annuitant and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date.

If the Owner dies before the sole surviving Annuitant and before the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to your estate.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

Death of Owner Distribution Rules – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time, or the lump sum payment option will be deemed elected. We will consider that deemed election as our receipt of instructions regarding payment of the death benefit proceeds.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit. The amount that the Death Benefit Amount exceeds the Contract Value will be added to the Contract Value in the form of the Add-In Amount on the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and will be considered earnings. There will not be an adjustment to the Contract Value if the Contract Value is equal to the death benefit proceeds as of the Notice Date.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first person among the following who is (1) living; or (2) an entity entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408 or 408A of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

BENEFICIARY PROVISIONS

Designation of Beneficiary – The Beneficiary is the person you name who may receive any death benefit proceeds, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. The Owner can name more than one Beneficiary. Multiple Beneficiaries will share the death benefit proceeds (or any remaining annuity payments) equally, unless otherwise specified. If any Beneficiary predeceases the Annuitant or Owner, that Beneficiary's interest will go to any other Beneficiaries named, according to their respective interests, unless otherwise specified. If you leave no surviving Beneficiary, your estate may receive the death benefit proceeds.

If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any death benefit proceeds, nor for how the trustee disposes of any death benefit proceeds. If before payment of any death benefit proceeds, we receive proper notice that the trust has been revoked or is not in effect, then any death benefit proceeds payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

Adding or Changing Your Beneficiary – You may add, change, or remove any Beneficiary, subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will generally take effect only when we receive all necessary documents and record the change or addition. Any such change or addition will not impact any payment made or other action taken by us before the change or addition was received and recorded by us at our Service Center.

ANNUITY PROVISIONS

Choice of Annuity Date – Unless otherwise changed as provided below, the Annuity Date is shown in the Contract Specifications. We assigned the Annuity Date based on the Contract type chosen and the Annuitant's Age shown in the application for this Contract. If there are Joint Annuitants, the Annuity Date was based on the younger Annuitant's birthday.

The Annuity Date may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date or new Annuity Date, whichever is earlier, subject to any applicable state law or the Code.

The new Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the Annuitant reaches his or her 95th birthday, or earlier, as required by any applicable state law or the Code. If there are Joint Annuitants, the Annuity Date will be based on the younger Annuitant's birthday. You may be subject to additional restrictions under your Qualified Plan. You should consult with your Qualified Plan administrator before you elect an Annuity Date.

Default Annuity Option – For all Non-Qualified Contracts and those Qualified Contracts where the Annuitant is not married, the Annuity Option will be Life with a Period Certain of Ten (10) Years. If this is a Qualified Contract and you are married, the Annuity Option will be Joint and Survivor Life, with survivor payments of 100%, and your spouse will automatically be named as the secondary Annuitant.

The Annuity Option may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date, to any other Annuity Option contained in this Contract or allowed by us.

Unless otherwise specified or changed, we will make annuity payments based on our most frequent payment schedule that results in an initial annuity payment of at least \$250. The payment frequency may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date.

Subject to our minimum requirements, the Net Contract Value less any charges for premium taxes and/or other taxes will be converted to a fixed annuity payout option on the Annuity Date.

Application of Contract Value – Prior to the Annuity Date, you may elect to convert all or part of the Net Contract Value less any charge for premium taxes and/or other taxes, to any currently offered Annuity Option. The aggregate net amount you convert must be at least \$10,000; otherwise, we reserve the right to terminate this Contract and pay a single amount equal to the withdrawal proceeds as determined under the **Full Withdrawal** provision.

Subject to the **Withdrawal Provisions**, you may also elect a full withdrawal in lieu of annuity payments under an Annuity Option. Before we make any full withdrawal, we require return of this Contract (or a signed Lost Contract Affidavit) to us.

If you convert only a portion of the Net Contract Value on the Annuity Date, you may, at that time, elect not to have the remainder of the Net Contract Value distributed, but instead to continue the Contract with that remaining Contract Value. This option may or may not be available, or may be available only for certain types of Contracts. If this option is available and you elect it, you would choose a second Annuity Date for such Contract Value. All references in this Contract to the Annuity Start Date (or Annuity Date) would, with regard to such Contract Value, be deemed to refer to that second Annuity Date. The second Annuity Date may not be after the Annuitant's 95th birthday. You should consult with your tax adviser for more information if you desire this option.

Your Selections – Prior to the Annuity Date, you may make three selections about the annuity payments. First, you may choose whether you want those payments to be a fixed-dollar amount or a variable-dollar amount, or both. Second, you may choose the form of annuity payments (Annuity Option). Third, you may choose to have annuity payments made monthly, quarterly, semiannually, or annually.

The first annuity payment will be sent on the day following the Annuity Date and must be at least \$250. We may reduce the payment frequency if the first annuity payment is less than \$250. If you elect annuity payments for a Period Certain Only, we also reserve the right to reduce the Period Certain to meet the \$250 minimum first payment.

Once annuity payments begin, no changes can be made to either the Annuity Option or the basis on which such payments are made (a fixed annuity basis or variable annuity basis), no additional purchase payments will be accepted and no withdrawals will be allowed.

Fixed and Variable Annuities – You may choose a fixed annuity (with fixed-dollar payments), a variable annuity (with variable-dollar payments), or you may choose a combination of both. If you select a variable annuity, you may choose any Subaccounts for the annuity. If you select a variable annuity, on the Annuity Date, we will convert that portion of the Net Contract Value as it is currently allocated among the Subaccount(s). We will apply the net amount you convert to a fixed annuity and/or a variable annuity (and in this instance, to each Subaccount), based on the relative Account Value in each Investment Option on the Annuity Date. Any net amount you convert to a fixed annuity will be held in our General Account.

Each periodic payment under the fixed annuity will be equal to the amount of the first fixed annuity payment (unless you elect a joint and survivor life annuity with reduced survivor payments). The amount of each variable annuity periodic payment will vary with the investment results of the Subaccount(s) you select. After the Annuity Date, you may exchange the Annuity Units in any Subaccount(s) for Annuity Units in any other Subaccount(s) up to four (4) times in any twelve (12) month period. We reserve the right to limit the Subaccounts available, to change the number and frequency of exchanges and to change the number of Subaccounts you may choose.

Amount of Payments – The first annuity payment amount depends on the Annuity Option, payment frequency, and whether you select a fixed annuity and/or a variable annuity. If you do not choose the Period Certain Only Option, the amount will depend on the Age of the Annuitant(s), the Annuity Date, and the sex of the Annuitant(s), unless unisex factors apply.

Fixed Annuity Payments – The minimum guaranteed income purchased per \$1,000 of the net amount applied to a fixed annuity is based on an annual interest rate of 3% and the 1983a Mortality Table with the ages set back ten (10) years.

Conversion to Current Rates – Annuity payments will be based on the greater of:

- * our current income factors in effect for this Contract on the Annuity Date; or
- * our guaranteed income factors set forth in this Contract.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.

Variable Annuity Payments – Subaccount Annuity Units. For each Subaccount, we divide the amount of the initial variable annuity payment from each Subaccount by the Annuity Unit Value for that Subaccount (the “Annuity Unit Value”) on the Annuity Date, to obtain the number of Annuity Units for that Subaccount. The number of Annuity Units in each Subaccount will not change unless exchanges of Annuity Units are made (or if the Joint and Survivor Annuity Option is elected and the Primary Annuitant dies first), but the Annuity Unit Value of those Annuity Units will vary.

Subsequent Variable Payments – The amount of each subsequent variable annuity payment will be the sum of the amounts payable based on the Annuity Units in each Subaccount. To determine the amount payable for each Subaccount, we multiply the number of Annuity Units in that Subaccount by their Annuity Unit Value on the day in each payment period that corresponds to the Annuity Date.

Annuity Unit Value – The initial Annuity Unit Value for each Subaccount was arbitrarily set at \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Annuity Unit Value for each Subaccount is equal to $(A \times B) \times C$, where:

- A - is the Subaccount’s Annuity Unit Value for that Subaccount as of the end of the prior Business Day;
- B - is the Net Investment Factor for that Subaccount for that valuation period; and
- C - is an interest factor to offset the effect of the assumed investment return which is built into the Annuity Option Tables.

We generally calculate the Annuity Unit Value of each Subaccount on each day the New York Stock Exchange is open, provided our administrative offices are also open that day.

We guarantee that the amount of each subsequent annuity payment will not be affected by variations in our expenses or in mortality experience.

Periodic Payments – The first payment under the Annuity Options will be determined on the Annuity Date and will be made on the day following the Annuity Date.

For a Beneficiary entitled to a death benefit due to the death of any Owner or the sole surviving Annuitant, the first payment will be made on the first day of the calendar month, or earlier at our option, next following the day we receive due proof of the death and instructions regarding payment, (called the "Payment Start Date"), and such other documentation as we may require. Subsequent payments will be determined on the day in each payment period that corresponds to the Payment Start Date and will be made on the following day.

ANNUITY OPTIONS

The following Annuity Options are available under this Contract. Additional options may become available in the future:

Option 1 – Life Only: Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

Option 2 – Life with Period Certain: Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed variable payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed variable payments at the assumed investment return.

Option 3 – Joint and Survivor Life: Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant. If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66-2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant. Variable annuity payments will be determined using 50% or 66-2/3%, as applicable, of the number of Annuity Units for each Subaccount credited to the Contract. Payments stop when both Annuitants have died.

Option 4 – Period Certain Only: Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed variable payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed variable payments at the assumed investment return.

ANNUITY OPTION TABLES

Applicability of Rates – For the fixed Annuity Option, the Annuity Option Tables contained in the following pages illustrate the minimum guaranteed monthly income purchased per \$1,000 of the net amount applied.

The tables also illustrate the minimum rates for the first monthly variable annuity payment per \$1,000 of the net amount applied to the variable annuity payment option. Subsequent payments may be higher or lower than the first payment, based on the investment performance of the Subaccount(s) you elect and whether you exchange Subaccount Annuity Units.

For some Qualified Plans and in some states, the use of sex-distinct income factors are prohibited. For those Qualified Plans, we use blended unisex income factors for life payment options for both male and female Annuitants.

Basis of Computations – The actuarial basis for the fixed Annuity Option Tables is the 1983a Annuity Mortality Table with the ages set back ten (10) years with interest at an annual rate of 3%. The rates for variable annuity payments are based on an assumed investment return of 5% per year and the 1983a Annuity Mortality Table with the ages set back ten (10) years.

Rates Not Shown – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

**OPTIONS 1 AND 2
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS**

Fixed Annuity Rates

<u>Age</u>	<u>Male at 3%</u>			<u>Female at 3%</u>			<u>Unisex at 3%</u>		
	<u>Life Only</u>	<u>Life with Guaranteed</u>		<u>Life Only</u>	<u>Life with Guaranteed</u>		<u>Life Only</u>	<u>Life with Guaranteed</u>	
		<u>Period Certain</u>	<u>10 Yr.</u>		<u>20 Yr.</u>	<u>Period Certain</u>		<u>10 Yr.</u>	<u>20 Yr.</u>
30	3.04	3.03	3.03	2.93	2.93	2.93	2.99	2.98	2.98
35	3.14	3.14	3.13	3.02	3.02	3.01	3.08	3.08	3.07
40	3.28	3.27	3.26	3.13	3.12	3.12	3.20	3.20	3.19
45	3.44	3.44	3.41	3.26	3.26	3.24	3.35	3.35	3.33
50	3.66	3.64	3.60	3.42	3.42	3.40	3.54	3.54	3.50
55	3.93	3.90	3.82	3.63	3.63	3.59	3.78	3.77	3.71
60	4.27	4.22	4.08	3.90	3.89	3.82	4.09	4.06	3.96
65	4.70	4.62	4.39	4.25	4.22	4.11	4.48	4.43	4.25
70	5.28	5.14	4.71	4.72	4.66	4.44	5.00	4.90	4.58
75	6.10	5.81	5.02	5.35	5.22	4.79	5.73	5.52	4.92
80	7.23	6.61	5.27	6.25	5.96	5.12	6.74	6.30	5.20
85	8.82	7.49	5.42	7.56	6.89	5.35	8.18	7.20	5.39
90	11.06	8.33	5.49	9.53	7.89	5.47	10.28	8.12	5.48
95	14.16	8.97	5.51	12.48	8.74	5.50	13.30	8.86	5.51

Variable Annuity Rates

<u>Age</u>	<u>Male at 5%</u>			<u>Female at 5%</u>			<u>Unisex at 5%</u>		
	<u>Life Only</u>	<u>Life with Guaranteed</u>		<u>Life Only</u>	<u>Life with Guaranteed</u>		<u>Life Only</u>	<u>Life with Guaranteed</u>	
		<u>Period Certain</u>	<u>10 Yr.</u>		<u>20 Yr.</u>	<u>Period Certain</u>		<u>10 Yr.</u>	<u>20 Yr.</u>
30	4.38	4.37	4.36	4.29	4.29	4.29	4.34	4.33	4.33
35	4.46	4.46	4.44	4.36	4.35	4.35	4.41	4.41	4.40
40	4.57	4.56	4.54	4.44	4.44	4.42	4.51	4.50	4.49
45	4.71	4.70	4.67	4.55	4.54	4.52	4.63	4.62	4.60
50	4.91	4.89	4.82	4.69	4.68	4.65	4.80	4.78	4.74
55	5.16	5.12	5.02	4.87	4.86	4.81	5.02	4.99	4.92
60	5.48	5.41	5.24	5.12	5.09	5.01	5.30	5.26	5.13
65	5.89	5.79	5.51	5.44	5.40	5.26	5.67	5.60	5.39
70	6.46	6.28	5.80	5.89	5.80	5.55	6.18	6.05	5.68
75	7.27	6.91	6.08	6.51	6.34	5.87	6.89	6.64	5.98
80	8.41	7.68	6.29	7.39	7.05	6.16	7.90	7.38	6.23
85	10.02	8.52	6.43	8.72	7.93	6.37	9.36	8.24	6.40
90	12.29	9.30	6.49	10.71	8.88	6.47	11.49	9.10	6.48
95	15.42	9.90	6.51	13.70	9.68	6.50	14.55	9.80	6.51

OPTION 3 - JOINT AND 50% SURVIVOR LIFE

**Primary Annuitant
Male Age**

		60		65		70		75		80		85	
		<u>3% Fixed</u>	<u>5% Variable</u>										
Female Age	60	3.91	5.12	4.13	5.34	4.39	5.60	4.69	5.92	5.02	6.30	5.38	6.73
	65	3.99	5.19	4.25	5.43	4.54	5.73	4.88	6.09	5.26	6.51	5.67	6.98
	70	4.06	5.25	4.36	5.53	4.70	5.87	5.10	6.27	5.55	6.75	6.03	7.29
	75	4.12	5.31	4.46	5.62	4.85	6.00	5.32	6.47	5.86	7.03	6.45	7.66
	80	4.17	5.36	4.54	5.70	4.98	6.13	5.54	6.67	6.18	7.33	6.91	8.08
	85	4.21	5.40	4.60	5.77	5.09	6.24	5.72	6.86	6.49	7.63	7.40	8.54

**Primary Annuitant
Unisex Age**

		60		65		70		75		80		85	
		<u>3% Fixed</u>	<u>5% Variable</u>										
Unisex Age	60	3.84	5.05	4.07	5.27	4.34	5.54	4.65	5.86	5.00	6.24	5.39	6.69
	65	3.90	5.10	4.17	5.35	4.47	5.65	4.83	6.01	5.23	6.44	5.68	6.94
	70	3.96	5.15	4.25	5.43	4.60	5.76	5.02	6.17	5.49	6.66	6.03	7.24
	75	4.00	5.19	4.32	5.49	4.72	5.87	5.20	6.34	5.76	6.91	6.41	7.58
	80	4.03	5.23	4.38	5.55	4.81	5.96	5.36	6.49	6.02	7.15	6.81	7.96
	85	4.05	5.25	4.42	5.59	4.88	6.04	5.49	6.62	6.25	7.38	7.20	8.33

OPTION 3 - JOINT AND 66 2/3% SURVIVOR LIFE

**Primary Annuitant
Male Age**

		60		65		70		75		80		85	
		<u>3% Fixed</u>	<u>5% Variable</u>										
Female Age	60	3.80	5.01	3.97	5.18	4.16	5.36	4.35	5.58	4.55	5.81	4.76	6.06
	65	3.90	5.10	4.12	5.30	4.34	5.52	4.58	5.77	4.83	6.05	5.07	6.34
	70	4.00	5.18	4.25	5.42	4.53	5.69	4.84	6.00	5.15	6.33	5.46	6.68
	75	4.08	5.26	4.38	5.54	4.72	5.87	5.11	6.25	5.51	6.66	5.92	7.10
	80	4.14	5.33	4.48	5.64	4.89	6.03	5.37	6.50	5.90	7.03	6.45	7.59
	85	4.19	5.38	4.56	5.73	5.03	6.17	5.61	6.73	6.28	7.39	7.02	8.14

OPTION 3 - JOINT AND 100% SURVIVOR LIFE

**Primary Annuitant
Male Age**

		60		65		70		75		80		85	
		<u>3% Fixed</u>	<u>5% Variable</u>										
Female Age	60	3.60	4.80	3.69	4.88	3.76	4.94	3.81	5.00	3.84	5.04	3.87	5.06
	65	3.75	4.93	3.88	5.04	3.99	5.15	4.07	5.23	4.14	5.30	4.18	5.35
	70	3.88	5.05	4.06	5.21	4.24	5.37	4.38	5.52	4.50	5.63	4.58	5.72
	75	3.99	5.16	4.23	5.38	4.49	5.61	4.72	5.83	4.93	6.03	5.08	6.19
	80	4.08	5.25	4.38	5.52	4.72	5.83	5.07	6.17	5.40	6.49	5.68	6.77
	85	4.15	5.33	4.50	5.65	4.91	6.03	5.39	6.49	5.89	6.97	6.37	7.44

OPTION 4 - PERIOD CERTAIN ONLY

Monthly Income

<u>Years</u>	<u>3% Fixed</u>	<u>5% Variable</u>
5	17.90	18.74
6	15.13	15.98
7	13.16	14.02
8	11.68	12.56
9	10.53	11.42
10	9.61	10.51
11	8.86	9.77
12	8.24	9.16
13	7.71	8.64
14	7.26	8.20
15	6.87	7.82
16	6.53	7.49
17	6.23	7.20
18	5.96	6.94

Monthly Income

<u>Years</u>	<u>3% Fixed</u>	<u>5% Variable</u>
19	5.73	6.71
20	5.51	6.51
21	5.32	6.33
22	5.15	6.17
23	4.99	6.02
24	4.84	5.88
25	4.71	5.76
26	4.59	5.65
27	4.47	5.54
28	4.37	5.45
29	4.27	5.36
30	4.18	5.28



Pacific Life Insurance Company • [700 Newport Center Drive • Newport Beach, CA 92660]

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Annuities Payable in Variable and Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive • Newport Beach, CA 92660

STATEMENT OF VARIABILITY

<u>Form Number</u>	<u>Form Description</u>
10-1170	Individual Flexible Premium Deferred Variable Annuity Contract
25-1170	Variable Annuity Application

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced contract and application forms.

Individual Flexible Premium Deferred Variable Annuity Contract Form No. 10-1170

- 1. Company Address and Phone Number (Cover Page)** – In the event of a change in the company address and/or phone number, the new information will be shown.
- 2. Right to Cancel (Cover Page)** – In replacement situations, 30 days will be shown.
- 3. Company Officer's Signatures and Titles (Cover Page)** – In the event of a change in company officers, the new company officer's signature and title will be shown.
- 4. Contract Number, Contract Date, Contract Type, Initial Purchase Payment, Owner(s), Annuitant(s), Annuitant's Age, Annuitant's Sex, and Annuity Date (Page 3)** – Customer specific information. These items are completed, as applicable, depending upon the circumstances of each particular Owner/Annuitant and the information contained in the application. The Contract Owner and Annuitant specific information will be displayed.
- 5. Minimum/Maximum Purchase Payment Amount (Page 3)** – Current minimum and maximum amounts are shown. Any change in these amounts will be displayed. The range for the minimum purchase payment amount for Non-Qualified contracts is \$5,000 to \$25,000. The range for the minimum purchase payment amount for Qualified contracts is \$2,000 to \$25,000. The range for the maximum purchase payment amount is \$1,000,000 to \$10,000,000.
- 6. Optional Riders (Page 3)** - The optional riders are those which we are currently offering. If an optional rider is elected at the time of application for the contract, each rider so elected will be displayed as shown. If an optional rider is not elected, that rider and its annual charge percentage will not be displayed. From time to time, we may add new optional riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional rider added to this section will only be those optional riders that the Department has previously approved.
- 7. Annual Charge % (Page 3)** - The corresponding annual charge percentages for each optional rider is the current charge. The annual charge percentage for each rider will only be displayed if an optional rider is elected at the time of application for the contract. Once a rider is issued, the annual charge is guaranteed not to increase unless either an automatic reset or owner-elected reset occurs. The annual charge percentage may change for new issues of a rider. Any change in a rider's annual charge percentage will not exceed the maximum annual charge percentage displayed.
- 8. Investment Options (Page 3A)** – The Variable Investment Options are those currently available under the contract to which Purchase Payments may be allocated. From time to time, we may add, change or delete those Variable Investment Options without prior approval unless the new fund significantly alters the underlying structure of the contract.
- 9. Guarantee Rate (Page 3A)** - The declared interest rate for the Guarantee Term that is in effect for each specific Contract will be displayed. The interest rate established for any Guarantee Term will never be less than an effective annual rate of 3.00%. Any interest declared above 3.00% will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.
- 10. Service Center (Page 3A)** – In the event of a change in the address of our Service Center, the new address will be shown.
- 11. Toll-Free Numbers (Page 3A)** – Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.
- 12. Annuity Tables (Pages 26-28)** – In the event of a change in the annuity rates, the tables will be revised accordingly.
- 13. Company Address (Back Page)** – In the event of a change in the Company address, the new information will be shown.

Except as otherwise described above, no other bracketed material appears within the contract.

Variable Annuity Application Form No. 25-1170

- 1. Product Name (First Page)** – The name of the Product applied for will be displayed.
- 2. Company Addresses and Toll-Free Telephone Numbers (First Page)** – In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.

3. **Section 3 – Death Benefit Coverage.** The optional death benefit rider available for the applicable contract. From time to time, we may add new optional death benefit riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional death benefit rider added to this section will only be those optional death benefit riders that the Department has previously approved.
4. **Section 7 – Contract Type.** The contract may be issued in connection with any of the contract types shown below. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued.

Non-Qualified IRA	SIMPLE IRA SEP-IRA Roth IRA	TSA/403(b) 401(a) 401(k)	457(b) 501(c)
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5. **Section 7. – Contract Type.** The references to internal forms and their titles may change from time to time.
6. **Section 10 – Optional Riders.** The optional riders shown in this section are any approved individual deferred variable annuity riders and which are available for the applicable contract. From time to time, we may add new optional riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional rider added to this section will only be those optional riders that the Department has previously approved.
7. **Section 11 – Dollar Cost Averaging.** The references to internal forms and their titles may change from time to time. Additionally, the guarantee terms shown are those currently available under the contract to which Purchase Payments may be allocated. If the Contract does not offer a dollar cost averaging option, the following language will appear “Note: Dollar Cost Averaging is not available with this contract.”.
8. **Section 12 – Rebalancing.** The rebalance schedules that are available under the Contract.
9. **Section 13 – Allocation Options.** The references to allocation options may change from time to time. Allocation options that are no longer available for use with optional riders in Section 10 will be listed here.
10. **Section 13– Asset Allocation Models.** The Asset Allocation Models currently available. From time to time, we may add, change or delete those models without prior approval unless the change significantly alters the underlying structure of the contract.
11. **Section 13 – Asset Allocation Strategies.** The asset allocation strategies currently available for investment. From time to time, we may add, change or delete those asset allocation strategies without prior approval unless the change significantly alters the underlying structure of the contract.
12. **Section 13 – Custom Models or Individual Investments.** The variable investment options within each Category shown are those currently available for investment under these programs. From time to time, we may add, change or delete those custom models or individual investments without prior approval unless the change significantly alters the underlying structure of the contract.
13. **Section 15 – Fraud Statements.** The fraud statements may change due to state mandates or other regulatory requirements.
14. **Regular Mail and Express Mail Delivery Addresses** (bottom of last page) - In the event of a change in the company’s mailing addresses, the new addresses will be shown.

Except as otherwise described above, no other bracketed material appears within the application.

Company Contact Person

For inquires regarding this Statement of Variability, please contact:

Karen Givens, Sr. Compliance Analyst
 Pacific Life Insurance Company
 Email: amfproduct.filing@pacificlife.com
 Toll Free: 866-746-2724 x 3281
 Direct: 402-574-3281