

SERFF Tracking Number: AULD-126893609 State: Arkansas
 Filing Company: American United Life Insurance Company State Tracking Number: 47258
 Company Tracking Number: GBERTDA-UK(SVA)
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Reg Unallocated Stable Value/VAR - GBERTDA-uK(SVA)
 Project Name/Number: Reg Unallocated Stable Value/VAR - GBERTDA-uK(SVA)/GBERTDA-uK(SVA)

Filing at a Glance

Company: American United Life Insurance Company

Product Name: Reg Unallocated Stable Value/VAR - GBERTDA-uK(SVA) SERFF Tr Num: AULD-126893609 State: Arkansas

TOI: A02.1G Group Annuities - Deferred Non- Variable and Variable SERFF Status: Closed-Approved- Closed State Tr Num: 47258

Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: GBERTDA-UK(SVA) State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird

Authors: Angie Neville, Danita Disposition Date: 11/15/2010

Ragland-Hatton, Ann Smith, Nelvia
 Washington

Date Submitted: 11/08/2010 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Reg Unallocated Stable Value/VAR - GBERTDA-uK(SVA)

Status of Filing in Domicile: Not Filed

Project Number: GBERTDA-uK(SVA)

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Pursuant to Indiana Regulation IC §27-1-12.5-1 and Bulletin 93, these group annuity forms are exempt from filing in the state of Indiana; therefore, there is no filing fee required for these type of group annuity forms in the state of Indiana.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 11/15/2010

Explanation for Other Group Market Type:

State Status Changed: 11/15/2010

Deemer Date:

Created By: Danita Ragland-Hatton

Submitted By: Danita Ragland-Hatton

Corresponding Filing Tracking Number:

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Filing Description:
November 8, 2010

Arkansas Department of Insurance/Policy Forms Filings
1200 West Third Street
Little Rock, AR 72201-1904

Re: American United Life Insurance Company (AUL)
AUL's NAIC #60895 and FEIN #35-0145825

Form GBERTDA-uK(SVA) -Guaranteed Benefit Unallocated Employer-Sponsored TDA Multiple-Fund Group Variable Annuity with Stable Value Account

Dear Sir or Madam:

The new form listed above is being submitted for filing and approval. This form does not replace any existing group annuity form. We are submitting the form in "John Doe" fashion, with any variable information displayed in bold-face type within brackets. This group annuity contract is used to fund retirement plans qualified under the Internal Revenue Code, as explained below and would not be subject to the Standard Nonforfeiture Laws for Individual Deferred Annuities.

Pursuant to Indiana Regulation IC §27-1-12.5-1 and Bulletin 93, these group annuity forms are exempt from filing in the state of Indiana; therefore, there is no filing fee required for these type of group annuity forms in the state of Indiana.

Form GBERTDA-uK(SVA) is an unallocated flexible premium group variable deferred annuity contract which will be used to fund qualified retirement plans that are tax qualified under Section 403(b) of the Internal Revenue Code. The contractholder directs contributions into multiple Investment Accounts, which are available in AUL's separate account, and/or into a Stable Value Account (SVA) that is part of AUL's general account. The target market would be those entities eligible under the tax law to provide such retirement programs for their employees and/or retirees. Some of these plans are subject to the Employee Retirement Income Security Act (ERISA).

Contributions to the SVA will be credited a current interest rate that is based on a portfolio rate of interest. This contract also provides for a Guaranteed SVA Account Value. AUL will always use the Guaranteed SVA Account Value, which is calculated using an NAIC indexed minimum interest rate assumption, to calculate the amount payable upon either

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contract termination or a full withdrawal of the contractholder account.

Since this is an unallocated contract, there is no individual participant record keeping maintained by AUL. Record keeping is done at the contract level, not at the participant level; therefore, there are no individual contract certificates issued.

The application to be used with this contract will be Form P-12503, which was approved by your office on March 30, 2000. A copy of the application has been included with this filing.

The above referenced group annuity form has been registered with the Securities and Exchange Commission (SEC) and will be sold with a prospectus.

An Actuarial Memorandum has been included with this filing.

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

If there are any questions, please let me know. We look forward to receiving your response. Thank you for your assistance with this filing.

Sincerely,

Nelvia Washington, FLMI, ACS, AIRC, CCP
Senior Contract Analyst
Corporate Compliance & Market Conduct

E-mail: productcompliance.corporatecompliance@oneamerica.com
Tele: 1-877-285-7660 (ext 1550) Fax: 1-317-285-5510

Company and Contact

Filing Contact Information

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Nelvia Washington, Senior Contract Analyst Nelvia.Washington@oneamerica.com
 One American Square 317-285-1550 [Phone]
 Indianapolis, IN 46206 317-285-5510 [FAX]

Filing Company Information

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

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American United Life Insurance Company	\$50.00	11/08/2010	41629984

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/15/2010	11/15/2010

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Disposition

Disposition Date: 11/15/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Guaranteed Benefit Unallocated Employer-Sponsored TDA Multiple-Fund Group Variable Annuity with Stable Value Account		Yes

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Form Schedule

Lead Form Number: GBERTDA-uK(SVA)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GBERTDA-uK(SVA)	Policy/Contract Certificate	Guaranteed Benefit Unallocated Employer-Sponsored TDA Multiple-Fund Group Variable Annuity with Stable Value Account	Initial		0.000	00-StableValue 403(b) Var ErSpon Unall Contr ver3 w-gen acct (9-17-10)STDfor Filing.pdf

CONTRACT NUMBER: [G XX,XXX]
CONTRACTHOLDER: [ABC COMPANY]
DATE OF ISSUE: [JANUARY 02, XXXX]
CONTRACT DATE: [JANUARY 01, XXXX]
FIRST CONTRACT ANNIVERSARY: [JANUARY 01, XXXX]

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

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

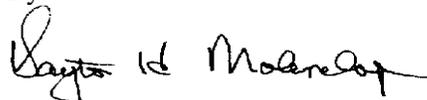
This contract is signed for us at our Home Office in Indianapolis, Indiana. Our mailing address is P.O. Box 368, Indianapolis, Indiana 46206-0368. Our street address is One American Square, Indianapolis, Indiana 46282.

NOTICE OF TEN DAY RIGHT TO EXAMINE CONTRACT

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

AMERICAN UNITED LIFE INSURANCE COMPANY

By



[President and Chief Executive Officer]

Attest



[Secretary]

AUL American Series
Guaranteed Benefit Unallocated Employer-Sponsored TDA
Multiple-Fund Group Variable Annuity with Stable Value Account [(SBR)]
Current Interest Credited
Nonparticipating

ACCUMULATION UNITS IN AN INVESTMENT ACCOUNT UNDER THIS CONTRACT MAY INCREASE OR DECREASE IN VALUE ACCORDING TO THE INVESTMENT PERFORMANCE OF THE UNDERLYING INVESTMENTS HELD BY THE INVESTMENT ACCOUNT. THE VALUE OF SUCH ASSETS AND ACCUMULATION UNITS IS NOT GUARANTEED. SECTION 4 OF THIS CONTRACT EXPLAINS THE VALUATION OF SUCH ASSETS AND ACCUMULATION UNITS.

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

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SECTION 1 - DEFINITIONS

- 1.1 Your “Account Value” as of a date is:
- (a) your balance in the Stable Value Account (SVA) on that date; plus
 - (b) the value of your Accumulation Units in each Investment Account on that date.
- 1.2 “Accumulation Unit” is a valuation device used to measure increases in and decreases to the value of any Investment Account.
- 1.3 “Annuity Commencement Date” is the first day of the month an annuity begins under this contract. This date may not be later than the date a Participant's periodic benefits are required to commence under the Code.
- 1.4 “Business Day” is any day both the New York Stock Exchange and our Home Office are open for the general conduct of business.
- 1.5 “Code” means the Internal Revenue Code of 1986, as amended, and any applicable regulations or rulings issued thereunder.
- 1.6 The “First Contract Anniversary” is listed on the contract face page. Subsequent “Contract Anniversaries” are on the same day of each subsequent year.
- 1.7 “Contract Quarter” is each of the four successive three-month periods in a Contract Year.
- 1.8 The first “Contract Year” starts on the Contract Date listed on the contract face page and ends on the day before the First Contract Anniversary. Each subsequent Contract Year starts on a Contract Anniversary and ends on the day before the next Contract Anniversary.
- 1.9 “Contractholder Account” is an account we maintain for you under this contract.
- 1.10 "Contributions" are amounts that can be allocated to your Account according to your instructions and that have been paid to us or transferred to this contract from a prior AUL group annuity contract or a prior funding medium, pursuant to a Plan or Plans established by the Plan Sponsor that meet the requirements of Code §403(b). Such transferred amounts may be listed under categories other than “Contributions” on annual and quarterly reporting. **[Code §403(b) Contributions may not exceed applicable Code §§402(g), 403(b), 414(v), and 415 limits. The term “Contributions” does not include amounts that were the subject of an eligible rollover distribution from another plan to the Code §403(b) Plan.]**
- 1.11 “Contribution-Source” means each type of Contribution allowed under the Plan, including the following types of Code §403(b) Contributions:
- (a) “Elective Deferrals,” which means, with respect to any taxable year, any Contribution made under a salary reduction agreement. A Contribution made under a salary reduction agreement is not treated as an Elective Deferral if, under the salary reduction agreement, such Contribution is made pursuant to a one-time irrevocable election made by the Participant at the time of initial eligibility to participate in the agreement, or is made pursuant to a similar arrangement involving a one-time irrevocable election specified in Regulations issued under the Code.
 - (b) “Employee Mandatory Contributions,” which means Contributions made under a salary reduction agreement pursuant to a one-time irrevocable election made by the Participant at

the time of initial eligibility to participate in the agreement, or made pursuant to a similar arrangement involving a one-time irrevocable election specified in Regulations issued under the Code.

- (c) “Employer Contributions,” which means Contributions made by the Participant's employer that are not made pursuant to (a) or (b) above.

You are responsible for tracking each Contribution-Source separately.

- 1.12 “Excess Contributions” are Contributions in excess of the applicable Code limits. You are responsible for tracking Excess Contributions. **[Code §403(b) Contributions that exceed the applicable Code §415 limits, and that you identify to AUL, will be accounted for separately within this contract.]**
- 1.13 “Guaranteed Rates” are the guaranteed annual effective rates of interest we credit on a daily basis to the SVA. A Guaranteed Rate is a fixed interest rate that does not vary based on the investment experience of AUL’s general account, and may be modified only prospectively, as described in §3.2.
- 1.14 “Guaranteed SVA Account Value” is applied pursuant to the provisions of §§5.1, 5.2, 6.1, and 9.2, and is equal to the greater of:
- (1) the SVA Account Value, or
 - (2) an amount equal to the total of all Contributions, transfers, and interest credited thereto, that are allocated to the SVA for the Contractholder that have not been withdrawn previously from the SVA, at an annual effective rate of interest (credited from the date of allocation to the SVA) equal to **[the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding each calendar year in which monies are invested in the SVA (rounded to the nearest 0.05%), minus 1.25%. This interest rate shall not be less than 1% nor greater than 3%.]**

When a partial withdrawal is made from the Contractholder Account to provide a Plan benefit in the form of an annuity or a lump-sum payout, and when any transfer is made from the SVA, under §§5.1, 5.2, 5.6, or 6.1, the amount described in (2) above shall be reduced proportionally (i.e., both the amount described in (2) above and the SVA Account Value shall be reduced by the same percentage) to reflect such withdrawal, annuitization, or transfer if, at that time, the amount described in (2) above is less than or equal to the SVA Account Value. When such a partial withdrawal, partial annuitization, or any transfer is made under those Sections, the amount described in (2) above shall be reduced dollar-for-dollar to reflect such withdrawal, annuitization, or transfer if, at that time, the amount described in (2) above is greater than the SVA Account Value.

We may elect at any time to credit to the Contractholder’s SVA Account Value as additional earnings an amount equal to any excess by which the amount described in (2) above exceeds the SVA Account Value, even if done prior to application of the provisions of §§5.1, 5.2, 6.1, and 9.2.

- 1.15 “Home Office” is our principal office in Indianapolis, Indiana. For anything to be “received by AUL,” it must be received at our Home Office.
- 1.16 “Investment Account” means each distinct portfolio established within our Variable Account and identified in the Table of Investment Accounts in this contract. Amounts allocated to any Investment Account are invested in the shares of the corresponding Mutual Fund, Portfolio, or other entity identified in the Table of Investment Accounts. Our “Variable Account” is a separate account we maintain under Indiana law which is called the AUL American Unit Trust and which is registered under the Investment Company Act of 1940 as a unit investment trust. A “Competing Investment

Account” is any **[money market or bond Investment Account with a duration of less than 3 years]**, as determined solely by AUL.

- 1.17 “Investment Option” is the SVA, the Interest Account described in §9.2(a)(2), or any Investment Account.
- 1.18 “Mutual Fund” means any diversified, open-end, management company made available by us, and listed in the Table of Investment Accounts.
- 1.19 “Participant” is any person participating in the Plan.
- 1.20 "Plan" means a plan of the Plan Sponsor that is qualified under Code §403(b), for which Contributions are made to this contract.
- 1.21 “Plan Sponsor” is **[ABC Company]**.
- 1.22 “Portfolio” is a portfolio established within a particular Mutual Fund, as described in the Mutual Fund's current prospectus.
- 1.23 “Stable Value Account” or “SVA” is an Investment Option described in §3 to which Contributions may be allocated for accumulation at the Guaranteed Rates. The SVA and the Interest Account described in §9.2(a)(2) are Investment Options within our general asset account.
- 1.24 “Valuation Periods” start at the close of each Business Day and end at the close of the next Business Day.
- 1.25 The “Withdrawal Charge” is a percentage of the Investment Account Account Value and the SVA Account Value (or the portion of the Guaranteed SVA Account Value that is equal to the SVA Account Value) withdrawn under this contract and a percentage of the amount paid out under §9.2(a) of this contract. The Withdrawal Charge will not apply to Account Values withdrawn to provide certain benefit payments or an annuity as described in §§5.2 and 6.1, respectively. The percentage varies by the **[Contract Year]** in which a withdrawal is made. The Withdrawal Charge percentage is as follows:

<u>[During Contract Years</u>	<u>Percentage</u>
1	8
2	7
3	6
4	5
5	4
6	3
7	2
8	1
9	1
Thereafter	0]

In no event will the cumulative total of all Withdrawal Charges, including those previously assessed against any amount withdrawn from the Contractholder Account, exceed **[8.5%]**of total Contributions allocated to that account.

- 1.26 “Withdrawal Value” is your Investment Account Account Value plus your SVA Account Value or your Guaranteed SVA Account Value (depending on whether your entire Account is withdrawn), less any Withdrawal Charge.

SECTION 2 - ADMINISTRATION OF THE CONTRACTHOLDER ACCOUNT

- 2.1 How Contributions Are Handled: You determine the amount to be contributed to this contract. We do not guarantee that the amounts held under this contract will be sufficient to purchase the benefits provided by the Plan. Our liability to provide annuities or other benefits is limited to the amounts available under this contract.

Contributions are credited to the appropriate Contribution-Sources as you direct in your allocation instructions. Contributions must be identified as Elective Deferrals, Employee Mandatory Contributions, or Employer Contributions. The initial Contribution is allocated to the Contractholder Account by **[the second Business Day after we (1) receive the initial Contribution or, if later, (2) receive all data necessary to complete the allocation (including Investment Option elections)]**. Subsequent Contributions are allocated to the Contractholder Account on **[the Business Day we (1) receive that Contribution or, if later, (2) receive all data necessary to complete the allocation]**.

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

If we do not receive your Investment Option elections as of the date we receive a Contribution, the Contribution will be credited to the following default Investment Option: **[(insert chosen default Investment Option here)]**. Subsequently received Investment Option elections will be used to allocate future Contributions only. We will transfer amounts previously allocated to such default Investment Option, plus gains or minus losses thereon, only if we are directed to make a transfer. This transfer request must be submitted in a format specifically authorized by us.

Funds may be allocated to Investment Options in any increments acceptable to us. An Investment Option election remains in effect until changed by you or your designee. A change in Investment Option elections is made by giving us new Investment Option elections.

As soon as administratively feasible following the Business Day that we receive your notice of intent to terminate the contract pursuant to §9.1, but no later than **[5]** Business Days following the Business Day that we receive such notice, no Contributions may be credited to the SVA. If we receive Contributions that are to be credited to the SVA pursuant to your direction after the date that no Contributions may be credited to the SVA, such Contributions shall instead be credited to the Interest Account described in §9.2(a)(2).

- 2.2 Transfers from Other Retirement Programs: If permitted by the Plan and by applicable state and federal law, we may accept, or may initiate the transfer of, amounts transferred from other retirement programs. Such transferred amounts, as identified by you, are credited as a rollover Contribution and are tracked within this contract as required by applicable state and federal law.

- 2.3 Excess Contributions: Contributions may vary in amount and frequency, as determined by your Plan.

On receipt of instructions from you, we will withdraw Excess Contributions, plus gains and minus losses, and return them to you or as you otherwise direct. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Plan and the Code. A return of Excess Contributions is not subject to a Withdrawal Charge.

[No Participant is permitted to have elective deferral contributions (within the meaning of Code §402(g)(3)) made during a calendar year under this contract, or under any other plans, contracts, or arrangements maintained by his employer, in excess of the dollar limitation in

effect under Code §402(g)(1) and any Regulations issued thereunder for taxable years beginning in such calendar year.]

- 2.4 Transfers from Other Contracts: We may require amounts transferred to this contract from other AUL group annuity contracts to be credited to the SVA. We will advise you if this limitation applies before accepting such a transfer.

SECTION 3 -- OPERATION OF THE STABLE VALUE ACCOUNT (SVA)

- 3.1 Allocations to the SVA: We allocate each Contribution to the SVA based on the information you provide. We credit interest daily to the SVA Account Value from the date of the Contribution or transfer to the SVA to the date of withdrawal or transfer from the SVA to an Investment Account.
- 3.2 Provision of a Guaranteed Rate for the SVA: Each year, at least **[35 days]** prior to January 1, we shall declare a Guaranteed Rate for the SVA that shall apply for the subsequent calendar year. All monies in the SVA will earn interest at the Guaranteed Rate in effect. At the time we declare a Guaranteed Rate for the next year, you shall have the option of rejecting the new rate, provided that notice of such rejection is received by us at our Home Office at least **[5 days]** prior to the date that the new Guaranteed Rate takes effect. If you reject the new Guaranteed Rate, you will have terminated the contract as provided in §9.1. Until such time as SVA funds are transferred to the Interest Account pursuant to §9.2(a)(2) and are distributed using the form of payment elected by you (as described in §9.2(a)(2)), amounts invested in the SVA and in the Interest Account shall continue to earn interest at the Guaranteed Rate in effect for the SVA as of the Business Day that we receive notice of your rejection of the new Guaranteed Rate at our Home Office.
- 3.3 Minimum Rate Guarantee: No Guaranteed Rate may be less than an annual effective interest rate of **[0%]**. Thus, principal and interest accrued on all amounts invested in the SVA are guaranteed (although such amounts are subject to the Withdrawal Charge).
- 3.4 Limitation on Contributions and Transfers to the SVA: Except for annuity purchases as described in §6.1, we reserve the right to limit or disallow allocation of new Contributions, transfers, and loan repayments to the SVA upon **[30]** days notice to you.

SECTION 4 - VALUATION OF INVESTMENT ACCOUNTS

- 4.1 **Operation of Investment Accounts:** All income, gains, or losses, realized or unrealized, from assets held in any Investment Account are credited to or charged against the applicable Investment Account without regard to our other income, gains, or losses. Investment Account assets are not chargeable with liabilities arising out of any other business we may conduct.
- 4.2 **Valuation of Mutual Funds and Other Entities:** The current report or prospectus for each Mutual Fund or other entity listed in the second column of the Table of Investment Accounts describes how that Mutual Fund's or other entity's assets are valued.
- 4.3 **Accumulation Units:** We credit amounts allocated to an Investment Account in Accumulation Units. The Accumulation Unit value used is the one for the Valuation Period when we allocate the amount to the Investment Account.
- 4.4 **Value of Accumulation Units:** We establish the initial Accumulation Unit value for a new Investment Account on the inception date of that Investment Account. The value of an Accumulation Unit for any later Valuation Period reflects the §4.1 income, gains, and losses and the §7.1 Investment Option Charge (IOC). We determine the Accumulation Unit value before giving effect to any additions, withdrawals, or transfers in the current Valuation Period.
- 4.5 **Valuing the Contractholder Account:** We determine your Account Value in an Investment Account by multiplying the Accumulation Units in your Account by the Accumulation Unit value. The Accumulation Unit value of an Investment Account changes only on a Business Day.

SECTION 5 - BENEFIT PAYMENTS AND TRANSFERS

- 5.1 General Withdrawal Provisions: Subject to the following provisions of this Section, and prior to notification of contract termination (but not thereafter, subject to the provisions of §9.2), you may direct us to withdraw all or a portion of your (1) Investment Account Account Value and (2) your SVA Account Value (or your Guaranteed SVA Account Value if your entire Account is withdrawn) pursuant to §5.2 to provide a single-sum payment to you to pay Plan benefits.
- [(a) Loans are permitted under this contract as withdrawals to the extent that the Plan Sponsor makes provision in its Plan for the availability of Plan loans satisfying the requirements of Code §72(p), and, where applicable, ERISA §408(b)(1), whereby the Plan is the lender. Additionally, hardship withdrawals, withdrawals upon attainment of age 59 ½, and other withdrawals are permitted under this contract to the extent that the Plan Sponsor makes provision in its Plan for such Participant benefits and the Plan Sponsor provides information necessary for AUL to provide such a withdrawal.**
 - (b) Code §403(b) Elective Deferrals: Amounts attributable to Code §403(b) elective deferral Contributions made pursuant to a Code §402(g)(3)(C) salary reduction agreement may be distributed to a Participant pursuant to the provisions of the Code §403(b) Plan, provided that such distribution shall not occur until the Participant has either attained age 59 ½, severed employment, died, become totally disabled [as defined by Code §72(m)(7), subject to any limitations provided under the Plan], experienced a hardship [as defined by Code §403(b)(11)(B), subject to any limitations provided under the Plan], or a withdrawal is made to provide a Plan loan in accordance with Code §72(p). In the case of a hardship withdrawal, any gain credited to such Contributions may not be withdrawn. These timing restrictions do not apply to Contributions (but do apply to earnings thereon) that were contributed before 1989, to withdrawals to correct Excess Contributions in accordance with the Code or other applicable Regulations or guidance, or to distributions due to Plan termination in accordance with the Code or other applicable Regulations or guidance.**
 - (c) Code §403(b) Non-Elective Deferrals: Any distribution of Code §403(b) Contributions other than elective deferrals described in Subsection (b) above shall not occur until the Participant has severed employment or upon the prior occurrence of an event specified in the Code §403(b) Plan and permissible under Treasury Regulation §1.403(b)-6(b), such as the attainment of a stated age, after a fixed number of years of service, or disability. This restriction does not apply to withdrawals to correct Excess Contributions, distributions of after-tax employee Contributions and earnings thereon, and distributions due to Plan termination in accordance with the Code or other applicable Regulations or guidance.**
 - (d) Withdrawal of any amount from this contract without there being a distributable event under the Code §403(b) Plan that is transferred directly by us pursuant to your instructions to another Code §403(b) tax-deferred annuity funding vehicle under applicable IRS rules and regulations shall be subject to application of the Withdrawal Charge pursuant to §5.2(a)(3).**
 - (e) If, as provided in Internal Revenue Code Regulation §1.403(b)-2T Q&A-2, the distributee of any eligible rollover distribution from the Code §403(b) Plan elects to have the distribution paid directly to an eligible retirement plan (as defined in Q&A-1 of that Section) and specifies the eligible retirement plan to which the distribution is to be paid, then the distribution shall be paid to that eligible retirement plan in a direct**

rollover.]

- (f) We are not responsible for determining your compliance with the requirements above. Any withdrawal request submitted by you must include certification as to the purpose of the withdrawal. You assume full responsibility for determining whether any withdrawal is permitted under applicable law and under the terms of a particular Plan. We may rely solely upon your representations made in the withdrawal request.
- (g) A withdrawal request is effective, and the Investment Account Account Value, SVA Account Value, and Guaranteed SVA Account Value to be applied pursuant to §5.2 is determined, on **[the Business Day that we receive a proper withdrawal request (or due proof of death, if received later)]**.
- (h) We will pay any cash lump-sum to you within **[7]** days from the appropriate Business Day as determined in Subsection (g) above, except as we may be permitted to defer such payment of amounts withdrawn from the Variable Account in accordance with appropriate provisions of the federal securities laws. We reserve the right to defer the payment of amounts withdrawn from the SVA under this §5 for a period of up to **[6 months]** after we receive the withdrawal request.

5.2 Plan Benefit Payments: You will advise us of any person for whom a payment is due under the Plan, including the nature and amount of such payment, before the date such payment is due or as soon thereafter as is practicable.

- (a) Subject to the limitations provided in §5.1 and Subsection (b) below, prior to notification of contract termination (but not thereafter, subject to the provisions of §9.2), you may direct us to withdraw all or a portion of your Account to provide a single-sum payment (except as described below) to you to pay:

[(1) Plan benefits for retirement, death, disability, hardships, loans, required minimum distribution benefits pursuant to Code §401(a)(9), or benefits after age 59 1/2 or as otherwise allowed by the Code (provided that such benefits after age 59 1/2 or as otherwise allowed by the Code are paid in a taxable distribution to the Participant). Such a withdrawal is not subject to a Withdrawal Charge.

(2) Plan benefits for termination of employment. Such a withdrawal is not subject to a Withdrawal Charge, with the following exceptions:

(A) Any such payment requested for a Participant who terminates employment on or after the date your Plan is terminated is subject to a Withdrawal Charge.

(B) Any such payment requested for a Participant whose termination of employment is part of a partial Plan termination under IRS guidelines is subject to a Withdrawal Charge.

(C) Even if there is no full or partial Plan termination under paragraphs (A) and (B) above, we reserve the right to apply a Withdrawal Charge to any such termination of employment payments during the Contract Year (or, at our option, during the 365-day period preceding our receipt of a termination of employment benefit payment request) which

exceed 20% of your Account Value determined as of the first day of the Contract Year (or the first day of the 365-day period).

(D) Any such payment requested for a Participant who terminates employment on or after the date the Plan Sponsor files for protection under federal bankruptcy law, is deemed insolvent, dissolves, closes, or shuts down its business, or ceases operations is subject to a Withdrawal Charge.

(3) Plan benefits, including intra-Plan transfers to another Plan funding vehicle, not otherwise listed in paragraphs (1) and (2) above. Such a withdrawal is subject to a Withdrawal Charge.]

(b) Regarding death benefits specifically, notwithstanding the provisions of §9, upon receipt from you of instructions and of due proof of the Participant's (and, if applicable, the beneficiary's) death, we will apply the portion of your Investment Account Account Value and your SVA Account Value (or your Guaranteed SVA Account Value if your entire Account is withdrawn) that you direct, minus any charges described in §7 that are not included in the Accumulation Unit value, for the purpose of providing a death benefit under the Plan. The death benefit will be paid to the Participant's beneficiary according to the method of payment elected by the beneficiary (unless such method of payment was previously elected by the Participant). Such death benefit shall be treated as a Plan benefit distribution not subject to a Withdrawal Charge pursuant to §5.2(a)(1). The Participant's beneficiary may also designate a beneficiary.

(c) Under Subsection (a)(2) (A), (B), (C), and (D) and under (a)(3) above, if the entire Investment Account Account Value and Guaranteed SVA Account Value is withdrawn, the amount paid equals the Withdrawal Value minus any charges described in §7 that are not included in the Accumulation Unit value. If a portion of the Investment Account Account Value and SVA Account Value is withdrawn, the Investment Account Account Value and SVA Account Value is reduced by an amount sufficient to make the payment requested and to cover the Withdrawal Charge and any charges described in §7 that are not included in the Accumulation Unit value, subject to the provisions of §1.14. However, under the exceptions specified in Subsections (a)(2)(A), (B), (C), and (D) above, and under (a)(3) above, we reserve the right to pay you such Guaranteed SVA Account Value or such SVA Account Value (whichever is payable as determined above in this Subsection (c)) that you request (subject to the Withdrawal Charge and any charges described in §7 that are not included in the Accumulation Unit value) according to the provisions of §9.2(a)(2), except that the term "termination effective date" as used in §9.2(a)(2) shall be replaced by "withdrawal effective date."

As soon as administratively feasible following the Business Day that we receive your notice of intent to terminate the contract pursuant to §9.1, but no later than [5] Business Days following the Business Day that we receive such notice, the above-described Plan benefits shall not be paid under this Section, but instead amounts shall be paid under the provisions of §9.

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

in accordance with the provisions of §1.408-8 of the Treasury Regulations, except as provided in §1.403(b)-6(e) of the Treasury Regulations. Accordingly, the provisions of (a), (b), and (c) below shall apply:

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

- (1) Notwithstanding any provision of this contract to the contrary, the distribution of a Participant's post-1986 Code §403(b) interest in the contract (amounts accruing after 1986, including post-1986 earnings on pre-1987 accrued amounts, minus any charges described in §7 that are not included in the Accumulation Unit value) will be made in accordance with the requirements of Code §§403(b)(10) and 401(a)(9) and the Regulations issued thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of a Participant's post-1986 Code §403(b) interest in the contract [as determined under (b)(3) below] must satisfy the requirements of Code §§403(b)(10) and 401(a)(9) and the regulations issued thereunder as applicable to an account, rather than the requirements of (a)(2), (3), and (4) below and (b) below applicable to an annuity.**
- (2) The Participant's entire post-1986 Code §403(b) interest will begin to be distributed no later than the first day of April following the later of the calendar year in which the Participant attains age 70 ½ or the calendar year in which the Participant retires from employment with the employer maintaining the Code §403(b) Plan (the "required beginning date") over (a) the life of the Participant or the lives of the Participant and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of the Participant or the joint and last survivor expectancy of the Participant and his or her designated beneficiary. However, if this contract is not part of a governmental plan or church plan, the "required beginning date" for a 5% owner is the first day of April of the calendar year following the calendar year in which the Participant attains age 70 ½. Payments will be made in periodic payments at intervals of no longer than 1 year, and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of §1.401(a)(9)-6 of the Treasury Regulations. In addition, any distribution of Code §403(b) amounts accruing pre-1987 or post-1986 must satisfy the incidental benefit requirements specified in Code §401(a)(9)(G) and Q&A-2 of Treasury Regulation §1.401(a)(9)-6.**
- (3) The distribution periods described in (a)(2) above cannot exceed the periods specified in Treasury Regulation §1.401(a)(9)-6.**
- (4) The first required payment can be made as late as the "required beginning date," and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.**

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

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

- (A) in a single sum or other method not provided in (B) below; provided, however, that the entire interest must be paid on or before December 31 of the calendar year which contains the fifth anniversary of the Participant's death, or
- (B) as an annuity in accordance with the Annuity Options shown in §6.2 over a period not to exceed the life or life expectancy of the Participant's beneficiary.
- (i) If the designated beneficiary is not the Participant's surviving spouse, the entire interest will be distributed, beginning no later than December 31 of the calendar year following the calendar year in which the Participant died, over the remaining life expectancy of such designated beneficiary. Such life expectancy is determined using the age of the beneficiary as of his or her birthday in the year following the year of the Participant's death or, if elected, in accordance with (b)(1)(B)(iii) below.
- (ii) If the sole designated beneficiary is the Participant's surviving spouse, the entire interest will be distributed, beginning no later than December 31 of the calendar year following the calendar year in which the Participant died (or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later), over such spouse's life, or, if elected, in accordance with (b)(1)(B)(iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which the spouse died, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with (b)(1)(B)(iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the payment option chosen.
- (iii) If there is no designated beneficiary, the designated beneficiary is not an individual, or if applicable by operation of (b)(1)(B)(i) or (ii) above, the entire interest will be distributed no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under (b)(1)(B)(ii) above).
- (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation §1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table

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

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

[5.4 Code §403(b) Rollovers: A distributee may elect to have any portion of an eligible rollover distribution from the Code §403(b) Plan paid directly to an eligible retirement plan specified by the distributee in a direct rollover. For this purpose, the following definitions and rules apply:

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

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

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

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

5.6 **Transfers Between Investment Options:** You may direct us to transfer all or a portion of your Investment Account Account Value and SVA Account Value between Investment Options. Transfers are effective on **[the Business Day that we receive the transfer direction]**. Transfer directions may be made daily on any Business Day. We will make the transfer as requested within **[7]** days from the date we receive the request, except as we may be permitted to defer the transfer of amounts withdrawn from the Variable Account in accordance with appropriate provisions of the federal securities laws. We reserve the right to defer a transfer of amounts from the SVA for a period of up to **[6 months]** after we receive the transfer request.

5.7 **Transfers to and from the SVA:**

- (a) As soon as administratively feasible following the Business Day that we receive your notice of intent to terminate the contract pursuant to §9.1, but no later than **[5]** Business Days following the Business Day that we receive such notice, no transfers from the SVA may be made.
- (b) Transfers to and from the SVA are subject to our approval.

5.8 Other Funding: If more than one funding medium is used to fund the Plan, the amount to be withdrawn from this contract to pay a Plan benefit is equal to $[(1) \times (2)] + 3 + 4$ where:

- (1) is the total Plan benefit payable;
- (2) is the percentage of total Plan assets held under this contract, as you certify to us;
- (3) is the amount of any applicable Withdrawal Charge applied under §5.2; and
- (4) is the amount of any applicable charges under §7 that are not included in the Accumulation Unit value.

SECTION 6 - ANNUITIES

- 6.1 Annuity Purchases: Prior to notification of contract termination (but not thereafter, subject to the provisions of §9), you may withdraw all or a portion of your Investment Account Account Value and SVA Account Value (or your Guaranteed SVA Account Value if your entire Account is withdrawn) to provide a Plan benefit in the form of an annuity. Such a withdrawal is not subject to a Withdrawal Charge. On the date we receive an annuity purchase request, we transfer the amount requested to the SVA if it is an available Investment Option, otherwise to the default Investment Option listed in §2.1. Such amounts remain in the SVA or the default Investment Option until the Investment Account Account Value and SVA Account Value (or Guaranteed SVA Account Value if your entire Account is withdrawn) of such requested amounts (reflecting gains and losses) is applied to purchase the annuity on **[the last day of the month preceding the Annuity Commencement Date.]** As of that annuity purchase date, those funds are no longer maintained in this contract.

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

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

As soon as administratively feasible following the Business Day that we receive your notice of intent to terminate the contract pursuant to §9.1, but no later than **[5]** Business Days following the Business Day that we receive such notice, Plan benefits payable in the form of an annuity shall not be paid under this Section, but instead amounts shall be paid under the provisions of §9.

- 6.2 Annuity Options: You may elect any optional form of annuity we offer at the time of purchase. Available annuity options always include:
- (a) Life Annuity. A monthly annuity is payable as long as the annuitant lives.
 - (b) Survivorship Annuity. A monthly annuity is payable as long as the annuitant lives. After the annuitant's death, all or a portion of the monthly annuity is paid to the contingent annuitant as long as the contingent annuitant lives.
 - (c) 10-Year Certain and Life Annuity. A monthly annuity is payable to the annuitant for as long as the annuitant lives. If the annuitant dies before receiving payments for the 10-year certain period, any remaining payments for the balance of the 10-year certain period are paid to the annuitant's beneficiary.

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

- 6.3 Determining Annuity Amount: We compute the annuity amount using the factors reflected in the Table of Guaranteed Immediate Annuities attached to this contract. However, if our current single premium, nonparticipating, immediate annuity rates for this class of group annuity contracts produce a higher monthly annuity than the Table of Guaranteed Immediate Annuities, then that more favorable annuity rate is applied. We will notify each person of the annuity amount purchased.
- 6.4 Proof of Age and Survival; Minimum Payments: We may require proof of any annuitant's or contingent annuitant's date of birth before commencing payments under any annuity. We may also require proof that an annuitant or contingent annuitant is living before making any annuity payment. If a monthly annuity is less than our current established minimum payment, we may make payments on a less-frequent basis.

SECTION 7 - OTHER CONTRACT CHARGES

- 7.1 Investment Option Charge (IOC): Under §4.4, the Accumulation Unit values of all Investment Accounts reflect the daily equivalent of an IOC expressed as an annual percentage.

The IOC for an Investment Account is applied directly against the Investment Account and is equal to the sum of “x” + “y” where:

“x” = a current charge for the investment advisory fees and for the operational, organizational, and other expenses of the corresponding Mutual Fund, Portfolio, or other entity in which the Investment Account invests. Periodically, for a given Investment Account, “x” will change to reflect changes in the related expenses and other factors. Any change in “x” for an Investment Account will be effective without prior written notice. It is the Mutual Fund, Portfolio, or other entity that collects this charge, not AUL. Copies of the prospectuses or reports of the Mutual Fund, Portfolio, or other entity are available for review.

“y” = a current combined mortality risk charge and expense risk charge of [1.25%].

- 7.2 Taxes: We may deduct charges equal to any premium tax we incur from the balance applied to purchase an annuity or at such other time as premium taxes are incurred by AUL. We may also deduct from Investment Accounts reasonable charges for federal, state, or local income taxes we incur that are attributable to such Investment Accounts.

- 7.3 Reduction or Waiver of Charges: We may reduce or waive the Withdrawal Charge or the charges discussed herein if the appropriate expenses associated with the sale or administration of any contract are reduced or if a contract is sold covering our employees or directors, those of the OneAmerica® Funds, Inc., or to either’s affiliates.

- 7.4 Other Charges:

- (a) We apply those charges listed in the Table of Contract Charges.
- (b) Charges due AUL for which the Plan is responsible, and to which the Plan Sponsor and Contractholder have otherwise agreed in writing, that are unpaid [60 days] after the payment due date, will be deducted from your Account on a pro-rata basis. These charges may include, but are not limited to, Form 5500 fees, administrative fees, data reconciliation and reconstruction fees, commissions, and contract application/installation fees for a takeover Plan. The Plan Sponsor must pay any charges for which the Plan Sponsor (not the Plan) is responsible, and to which the Plan Sponsor has otherwise agreed in writing. These charges include contract application/installation fees for a new Plan.

- [7.5 Variable Investment Plus (VIP) Credit Factor: We determine a VIP credit factor each month by multiplying the portions of your month-end Account Value in all Investment Accounts by the monthly equivalent of the corresponding annual VIP credit factors in the table below. The sum of these products is divided by your month-end Account Value in all Investment Accounts. We multiply the resulting percentage by your month-end Account Value in each Investment Account, and add the resulting amount to your Account Value for that Investment Account.**

<u>Aggregate Month-End Account Value allocated to Investment Accounts</u>	<u>Annual VIP Credit Factors</u>
\$0-\$249,999	0.00%
\$250,000-\$999,999	0.60%
\$1,000,000-\$1,999,999	0.65%
\$2,000,000-\$2,999,999	0.75%
\$3,000,000-\$4,999,999	0.85%
Over \$5,000,000	0.95%

The VIP Credit Factor may be reduced by an annual charge percentage equal to the current fixed dollar charge for expenses you have selected and to which you have agreed in your AUL administrative services agreement divided by your period-end Account Value in all Investment Accounts. Period-end will be month-end. Alternatively, at our option and upon 30 days notice to you prior to the beginning of the next calendar quarter, we may use your calendar quarter-end Account Value in all Investment Accounts to calculate this charge. We also reserve the right to revert to a month-end calculation upon 30 days notice to you prior to the beginning of the month in which the change is to be effective. Such charge percentage may not reduce the VIP Credit Factor below 0%.]

SECTION 8 - CONTRACT MODIFICATIONS

- 8.1 **Contract Amendment:** You and we may agree to any change or amendment to this contract without the consent of any other person or entity. This contract cannot be modified or amended, nor can any provision or condition be waived, except by written authorization of a corporate officer of AUL.
- 8.2 **Rates and §7 Charges:** We may announce new Guaranteed Rates, as described in §3.2. We may also modify the charge levels in §7 (but may not exceed the maximum charge levels listed in the Table of Contract Charges) using the procedures of §8.5.
- 8.3 **Conformance with Law:** We may amend this contract at any time, without your consent, or that of any other person or entity, if the amendment is reasonably needed to comply with, or give you or Participants the benefit of, any provisions of federal or state laws. Any such amendment will be delivered to you prior to its effective date.
- 8.4 **Addition, Deletion, or Substitution of Investments:**
- (a) We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, substitution for, or combinations of, the securities that are held by any Investment Account or that any Investment Account may purchase. We reserve the right to eliminate the shares of any of the eligible Mutual Funds, Portfolios, or other entities and to substitute shares of, or interests in, another Mutual Fund, Portfolio, or another investment vehicle, for shares already purchased or to be purchased in the future under the contract, if the shares of any or all eligible Mutual Funds, Portfolios, or other entities are no longer available for investment or if further investment in any or all eligible Mutual Funds, Portfolios, or other entities becomes inappropriate in view of the purposes of the contract. Where required under applicable law, we will not substitute any shares attributable to your interest in any Investment Account without notice, your approval or Participant approval, or prior approval of the Securities and Exchange Commission or a state insurance commissioner, and without following the filing or other procedures established by applicable state insurance regulators.
- Nothing contained herein will prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between series or classes of contracts on the basis of requests made by a majority of other contractholders or as permitted by federal law.
- (b) We reserve the right to establish additional Investment Accounts, each of which would invest in the corresponding Mutual Fund, Portfolio, or other entity, or in other securities or investment vehicles. We reserve the right to eliminate or combine existing Investment Accounts if marketing, tax, or investment conditions warrant. We reserve the right to provide other Investment Options under this contract at any time. Subject to any required regulatory approvals, we reserve the right to transfer assets from any Investment Account to another separate account of AUL or Investment Account.
- (c) In the event of any such substitution or change, we may, by appropriate amendment, make such changes in this contract as may be necessary or appropriate to reflect such substitution or change. Any transfer request or Investment Option election received on or after the effective date of such substitution or change that reflects the previous Investment Option that has been substituted or changed will be transacted using the new substituted or changed Investment Option. If deemed by us to be in the best interests of persons or entities having

voting rights under this contract, the Variable Account may be operated as a management investment company under the Investment Company Act of 1940 or any other form permitted by law, it may be deregistered in the event such registration is no longer required under the Investment Company Act of 1940, or it may be combined with other separate accounts of AUL or an affiliate thereof. We may take such action as is necessary to comply with, or to obtain, exemptions from the Securities and Exchange Commission with regard to the Variable Account. Subject to compliance with applicable law, we also may combine one or more Investment Accounts and may establish a committee, board, or other group to manage one or more aspects of the Investment Accounts.

8.5 **Our Right to Initiate Changes:** In addition to those amendments permitted by §§8.2, 8.3, and 8.4, we may initiate an additional provision or modification of any other provision of this contract (except for those prohibited amendments listed in §8.6) by giving you **[60]** days notice of such modification. Any such modification is effective without your affirmative assent.

8.6 **Prohibited Amendments:**

- (a) Notwithstanding our right to initiate changes under §8.5, we may not initiate changes to the method of calculating the Guaranteed SVA Account Value as set out in §1.14, our obligation to set Guaranteed Rates for the period of time specified in §3.2, the payment provisions upon contract termination specified in §9.2, or the maximum charge levels listed in the Table of Contract Charges. We may not modify the Table of Guaranteed Immediate Annuities more often than once every 5 years, and such modified Table will only apply to those individuals who become Participants on or after the effective date of such modification.
- (b) No modification to this contract may change the terms of a previously purchased annuity or reduce any interest guarantee applicable to Account balances held in the SVA on the modification's effective date.

SECTION 9 - TERMINATION OF CONTRACT

9.1 Termination by You: You may terminate this contract by giving us notice and electing a form of payment described in §9.2. Your rejection of a new Guaranteed Rate declared for the SVA pursuant to §3.2 shall constitute notice of your termination of the contract, provided that notice of such rejection is received by us at our Home Office at least **[5 days]** prior to the date that the new Guaranteed Rate takes effect. The contract termination effective date is **[the Business Day that we receive your notice at our Home Office]**.

9.2 Payment Upon Termination by You: If you terminate the contract, you may elect the following options:

(a) (1) We pay you your Investment Account Withdrawal Value in a lump-sum. Such Withdrawal Value will be determined on the termination effective date and paid within **[7]** days from the termination effective date, except as we may be permitted to defer payment in accordance with appropriate provisions of the federal securities laws.

(2) Your Guaranteed SVA Account Value as determined on the termination effective date shall be transferred as of that date from the SVA to an Interest Account within our general asset account within **[7]** days from the termination effective date. (Amounts may be credited to this Interest Account only as described in this Subsection (a)(2).) All amounts accumulated in this Interest Account shall continue to earn interest in a specific calendar year at the Guaranteed Rate in effect for the SVA as of the contract termination effective date, but such interest shall never be less than **[the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding such specific calendar year (rounded to the nearest 0.05%), minus 1.25%. This minimum guaranteed interest rate shall not be less than 1% nor greater than 3%.]**

Amounts accumulated in this Interest Account, subject to a Withdrawal Charge, shall be paid out **[365 days]** following the contract termination effective date. **[Only Plan benefit distributions that are paid pursuant to §6.1, and Plan benefit distributions that are paid pursuant to §5.2 for retirement, death, disability, termination of employment, and Code §401(a)(9) required minimum distributions that are not subject to a Withdrawal Charge, shall continue to be made during this 365-day period.]** Provided that both you and we agree, an earlier payout within this **[365-day]** period may be arranged.

(b) Transfer to Another Contract: You may transfer your Investment Account Account Value and your Guaranteed SVA Account Value to any group annuity contract that has a withdrawal charge that we may make available. You may transfer your Investment Account Account Value and your Guaranteed SVA Account Value, subject to a Withdrawal Charge, to any group annuity contract that does not have a withdrawal charge that we may make available. Any such amounts are transferred on the contract termination effective date. Monies in the SVA can be transferred to such group annuity contract, subject to the same limitations as described in Subsection (a)(2) above.

As soon as administratively feasible following the Business Day that we receive your notice of intent to terminate the contract, but no later than **[5]** Business Days following the Business Day that we receive such notice, no Contributions may be credited to the SVA pursuant to §2.1, and no transfers to or from the SVA may be made pursuant to §5.7.

- 9.3 Indemnification Required: Payments or transfers under §9.2 are in full settlement of our obligations under this contract. Prior to making such payments or transfers under §9.2, we may require you and the Plan Sponsor to indemnify and hold us harmless from any and all losses, claims, or demands that may later be asserted against us in connection with the making of such payment or transfer.
- 9.4 Effect on Contract Obligations: Any annuities purchased prior to notification of contract termination are unaffected by a termination. We may refuse further Contributions at any time after a termination notice has been given. This contract terminates automatically if no amounts remain in either the SVA or any Investment Account.

SECTION 10 - GENERAL PROVISIONS

- 10.1 **Ownership:** You own this contract. No other person or entity has any right, title, or interest in this contract or to amounts received or credited under it until you make such amounts available to them. All amounts received or credited under this contract become our property. We are obligated to make only the payments or distributions specified in this contract.
- 10.2 **Entire Contract:** This contract and your application constitute the entire agreement between you and us. We are not a party to, nor bound by, a Plan, trust, custodial agreement, or other agreement, or any amendment or modification to any of the same. We are not a fiduciary under this contract or under any such Plan, trust, custodial agreement, or other agreement.
- 10.3 **Benefit Determinations:** You will furnish us whatever information is necessary to establish the eligibility for and amount of annuity or other benefit due. We rely solely on your instructions and certifications with respect to Participant benefits. You are fully responsible for determining:
- (a) whether benefit payments are permitted under applicable law and the Plan and
 - (b) the existence or amount of Excess Contributions (plus gains or minus losses thereon), or that returns of Excess Contributions are permitted by the Plan and the Code.

We may rely on your or your designee's statements or representations in honoring any benefit payment request.

We require that a Participant execute and submit to us an affidavit that we prepare in order that we may process that Participant's benefit payable under this contract if you, the Plan Sponsor, the Plan Trustee, and the Plan Administrator are no longer in existence at the time we receive that Participant's benefit payment request.

- 10.4 **Representations and Warranties:** You and we mutually represent and warrant, each to the other, that each is fully authorized to enter into this contract and that this contract is a valid and binding obligation and that the execution of this contract does not violate any law, regulation, judgment, or order by which the representing party is bound. In addition, you represent and warrant to us that:
- (a) the Plan meet the requirements of Code §403(b);
 - (b) the execution of this contract has been authorized by the Plan fiduciary responsible for Plan investment decisions; and
 - (c) the execution or performance of this contract does not violate any Plan provision or any law, regulation, judgment, or order by which the Plan is bound.

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

- 10.5 **Contractholder Representative; Misstatement of Data:** You may designate a representative to act on your behalf under this contract or to receive any payment made pursuant to this contract. We may rely on any information you, your designee, or a Participant furnishes. We need not inquire as to the accuracy or completeness of such information. If any essential data pertaining to any person has been omitted or misstated, including, but not limited to, a misstatement of an annuitant's or contingent

annuitant's age, we will make an equitable adjustment to provide the annuity or other benefit determined using correct data.

- 10.6 Form of Request, Notice, Instruction, or Direction: When reference is made to you, your designee, or a Participant making a request or giving notice, instruction, or direction, such request, notice, instruction, or direction must be in writing, or in a form otherwise acceptable to us, and is effective when we receive it.
- 10.7 Conformity with Law: Any benefit payable under this contract shall not be less than the minimum benefit required by the insurance laws of the state in which the contract is delivered. Language in this contract referring to state or federal tax or securities statutes or rules, or other statutes or rules, do not incorporate within this contract any such statutes or rules.
- 10.8 Gender and Number: Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.
- 10.9 Facility of Payment: If you have directed us to pay any Participant, contingent annuitant, or beneficiary who is legally incapable of giving a valid receipt for any payment, and no guardian has been appointed, we will pay you directly. Any such payment fully discharges us to the extent of such payment.
- 10.10 Voting: We own all shares of a Mutual Fund, Portfolio, or other entity held in an Investment Account. We exercise the voting rights of such shares at all shareholder meetings on all matters requiring shareholder voting under the Investment Company Act of 1940 or other applicable laws. Our vote reflects instructions received from persons having the voting interest in the shares, as follows:
- (a) You have the voting interest under this contract. Unless otherwise required by applicable law, the number of shares of a Mutual Fund, Portfolio, or other entity for which you may give voting instructions is determined by dividing your Account Value in the affected Investment Account by the net asset value of the shares of the Mutual Fund, Portfolio, or other entity. Fractional votes are counted. Our determination is made as of the date used by the Mutual Fund, Portfolio, or other entity to determine shareholders eligible to vote.
 - (b) We vote shares proportionally, to reflect the voting instructions we receive in a timely manner from you and from all other contractholders. If no timely voting instructions are received from you, we vote shares proportionally, to reflect the voting instructions we received in a timely manner for all other contracts.

To the extent permitted by applicable law, we may vote shares in our own right or may modify the above procedures to reflect changes in the law or its interpretation.

We will provide prospectuses and other reports as required by applicable federal law.

- 10.11 Acceptance of New Contributions: We may refuse to accept new Contributions at any time.
- 10.12 Our Annual Statement: No provision of this contract controls, determines, or modifies any annual statement made by us to any insurance department, contractholder, regulatory body, or other person. Nor does anything in such annual statement control, determine, or modify the provisions of this contract.

[10.13 Nonforfeitable and Nontransferability: A Participant's entire Withdrawal Value of the vested portion (as determined pursuant to the Code §403(b) Plan) of Code §403(b) funds is nonforfeitable at all times within the meaning of Code §403(b)(1)(C) and any Regulations issued thereunder. The Code §403(b) funds shall also be nontransferable within the meaning of Treasury Regulation §1.403(b)-3(a)(5). No sum payable under this contract that is attributable to Code §403(b) funds with respect to a Participant may be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person or entity other than us, other than pursuant to a qualified domestic relations order described in Code §414(p). In addition, to the extent permitted by law, no such sum shall in any way be subject to legal process requiring the payment of any claim against the payee.]

10.14 Notice of Annual Meeting of Members: By-law, Art II, Sec. 2: the regular annual meeting of the members of American United Mutual Insurance Holding Company shall be held at its principal place of business on **[the third Thursday in February each year at ten o'clock A.M. local time]** or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

TABLE OF CONTRACT CHARGES

- (1) Charge for Non-Electronic Transfers: We charge a service fee of up to \$5 for non-electronic transfers between Investment Options, which will either be billed to you or deducted from your Account.
- (2) Contract Termination Individual Participant Check Fee: We bill you for a fee of up to \$100 for each Participant for whom an individual check is prepared upon contract termination. (This charge does not apply to a lump-sum payment to you upon contract termination.)
- (3) Participant Account Charge: Should we ever begin to provide individual Participant recordkeeping services under this contract, we reserve the right to deduct a Participant Account Charge of up to \$10 per Contract Quarter on the last day of each Contract Quarter from each Participant Account in existence on such day for as long as the Participant Account is in effect. Alternatively, we may bill this charge to you. If the entire balance of a Participant Account is applied or withdrawn before the last day of the Contract Quarter pursuant to the contract, the Participant Account Charge attributable to the period of time which has elapsed since the first day of the Contract Quarter in which such application or withdrawal of funds is made will not be deducted from the amount applied or withdrawn and will not be billed to you.

**[TABLE OF GUARANTEED IMMEDIATE ANNUITIES
MONTHLY INCOME PER \$1,000 OF ACCOUNT VALUE**

**ADJUSTED AGE LIFE ANNUITY 10-YEAR CERTAIN
AND LIFE ANNUITY**

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

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

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

TABLE OF INVESTMENT ACCOUNTS

The following Investment Accounts are made available to you under this contract. By completing a form we require, you may restrict the Investment Accounts. Amounts allocated to any Investment Account identified below are invested in the shares of the corresponding Mutual Fund, Portfolio, or other entity listed below. Any restrictions imposed on AUL's ability to buy or sell shares in a Mutual Fund, Portfolio, or other entity listed below, and any fees imposed on AUL in connection with the purchase or sale of such shares, will be applied to any transaction by the Contractholder involving the corresponding listed Investment Account. Competing Investment Accounts are not available under this contract.

Investment Account

Mutual Fund, Portfolio, or Other Entity

[(Note: Competing Investment Accounts are not to be available under this contract and are not to be listed here.)]

AIM Basic Value	AIM Basic Value Fund (A Class)
AIM Capital Development	AIM Capital Development Fund (Instl)
AIM Dynamics	AIM Dynamics Fund (Investor)
AIM Energy	AIM Energy Fund (K Class)
AIM Financial Services	AIM Financial Services Fund (K Class)
AIM Global Equity	AIM Global Equity Fund (A Class)
AIM Global Health Care	AIM Global Health Care Fund (K Class)
AIM International Growth	AIM International Growth Fund (Instl)
AIM Leisure	AIM Leisure Fund (K Class)
AIM Mid Cap Core Equity	AIM Mid Cap Core Equity Fund (R Class)
AIM Small Cap Growth	AIM Small Cap Growth Fund (R Class)
AIM Technology	AIM Technology Fund (K Class)
AllianceBernstein Focused Growth & Income	AllianceBernstein Focused Growth & Income Fund (R Class)
AllianceBernstein Global Value	AllianceBernstein Global Value Fund (R Class)
AllianceBernstein International Growth	AllianceBernstein International Growth Fund (R Class)
AllianceBernstein International Value	AllianceBernstein International Value Fund (R Class)
AllianceBernstein Mid-Cap Growth	AllianceBernstein Mid-Cap Growth Fund (R Class)
AllianceBernstein Small/Mid Cap Value	AllianceBernstein Small/Mid Cap Value Fund (R Class)
AllianceBernstein Small-Cap Growth	AllianceBernstein Small –Cap Growth Fund (R Class)
AllianceBernstein Value	AllianceBernstein Value Fund (R Class)
Allianz CCM Capital Appreciation	Allianz CCM Capital Appreciaion Fund (R Class)
Allianz CCM Mid-Cap	Allianz CCM Mid-Cap Fund (Admin)
Allianz NFJ Dividend Value	Allianz NFJ Dividend Value (R Class)
Allianz NFJ Small Cap Value	Allianz NFJ Small Cap Value (R Class)
Allianz OpCap Renaissance Fund	Allianz OpCap Renaissance Fund (R Class)
Allianz OpCap Value	Allianz OpCap Value Fund (R Class)
Alger Capital Appreciation Institutional	Alger Capital Appreciation Institutional (R Class)
Alger Small /Cap Growth Institutional	Alger Small/Cap Growth Institutional (R Class)
American Century® Emerging Markets	American Century® Emerging Markets (Inv)
American Century® Equity Growth	American Century® Equity Growth Fund (Advisor Class)
American Century® Equity Income	American Century® Equity Income Fund (Advisor Class)
American Century® Ginnie Mae	American Century® Ginnie Mae Fund (Advisor Class)
American Century® Growth	American Century® Growth Fund (Advisor Class)
American Century® Heritage	American Century® Heritage Fund (Advisor Class)
American Century® Inflation-Adjusted Bond	American Century® Inflation-Adjusted Bond Fund (Advisor Class)
American Century® International Growth	American Century® International Growth Fund (Advisor Class)
American Century® New Opportunities II	American Century® New Opportunities II Fund (A Class)
American Century® Large Company Value	American Century® Large Company Value Fund (Advisor Class)
American Century® Real Estate	American Century® Real Estate (Advisor Class)
American Century® Select	American Century® Select Fund (Advisor Class)
American Century® Strategic Allocation: Aggressive	American Century® Strategic Allocation: Aggressive Fund (Advisor Class)
American Century® Strategic Allocation: Conservative	American Century® Strategic Allocation: Conservative Fund (Advisor Class)
American Century® Strategic Allocation: Moderate	American Century® Strategic Allocation: Moderate Fund (Advisor Class)
American Century® Ultra	American Century® Ultra Fund (Advisor Class)
American Century® Vista Fund	American Century® Vista Fund (Advisor Class)

American Funds AMCAP	American Funds AMCAP (R3 Class)
American Funds American High Income Trust	American Funds American High Income Trust (R3 Class)
American Funds Capital World Growth & Income	American Funds Capital World Growth & Income (R3 Class)
American Funds EuroPacific Growth	American Funds EuroPacific Growth (R3 Class)
American Funds Fundamental Investors	American Funds Fundamental Investors (R3 Class)
American Funds Growth Fund of America	American Funds Growth Fund of America (R3 Class)
American Funds Intermediate Bond Fund of America	American Funds Intermediate Bond Fund of America (R3 Class)
Dreyfus Premier Future Leaders	Dreyfus Premier Future Leaders Fund (T Class)
Dreyfus Premier Health Care	Dreyfus Premier Health Care Fund (R Class)
Dreyfus Premier New Leaders	Dreyfus Premier New Leaders Fund (T Class)
Dreyfus Premier Structured MidCap	Dreyfus Premier Structured MidCap Fund (T Class)
Dreyfus Premier Third Century	Dreyfus Premier Third Century Fund (T Class)
Dreyfus Premier Worldwide Growth	Dreyfus Premier Worldwide Growth Fund (T Class)
Fidelity® Advisor Dividend Growth	Fidelity® Advisor Dividend Growth Fund (T Class)
Fidelity® Advisor Dynamic Capital Appreciation	Fidelity® Advisor Dynamic Capital Appreciation Fund (T Class)
Fidelity® Advisor Equity Growth	Fidelity® Advisor Equity Growth Fund (T Class)
Fidelity® Advisor Equity Income	Fidelity® Advisor Equity Income Fund (T Class)
Fidelity® Advisor Fifty	Fidelity® Advisor Fifty Fund (A Class)
Fidelity® Advisor Freedom 2010	Fidelity® Advisor Freedom 2010 Fund (T Class)
Fidelity® Advisor Freedom 2015	Fidelity® Advisor Freedom 2015 Fund (T Class)
Fidelity® Advisor Freedom 2020	Fidelity® Advisor Freedom 2020 Fund (T Class)
Fidelity® Advisor Freedom 2025	Fidelity® Advisor Freedom 2025 Fund (T Class)
Fidelity® Advisor Freedom 2030	Fidelity® Advisor Freedom 2030 Fund (T Class)
Fidelity® Advisor Freedom 2035	Fidelity® Advisor Freedom 2035 Fund (T Class)
Fidelity® Advisor Freedom 2040	Fidelity® Advisor Freedom 2040 Fund (T Class)
Fidelity® Advisor Freedom 2045	Fidelity® Advisor Freedom 2045 Fund (T Class)
Fidelity® Advisor Freedom 2050	Fidelity® Advisor Freedom 2050 Fund (T Class)
Fidelity® Advisor Freedom Income	Fidelity® Advisor Freedom Income Fund (T Class)
Fidelity® Advisor Growth & Income	Fidelity® Advisor Growth & Income Fund (T Class)
Fidelity® Advisor Growth Opportunities	Fidelity® Advisor Growth Opportunities Fund (T Class)
Fidelity® Advisor Leveraged Company Stock	Fidelity® Advisor Leveraged Company Stock (T Class)
Fidelity® Advisor New Insights	Fidelity® Advisor New Insights Fund (T Class)
Fidelity® Advisor Small Cap	Fidelity® Advisor Small Cap (T Class)
Fifth Third Mid Cap Growth	Fifth Third Mid Cap Growth Fund (Advisor Class)
Fifth Third Multi Cap Value	Fifth Third Multi Cap Value Fund (Advisor Class)
Fifth Third Quality Growth	Fifth Third Quality Growth Fund (Advisor Class)
Fifth Third Strategic Income	Fifth Third Strategic Income Fund (Advisor Class)
First American Mid-Cap Growth Opportunities	First American Mid-Cap Growth Opportunities (R Class)
First American Mid-Cap Value	First American Mid-Cap Value (R Class)
First American Small Cap Select	First American Small Cap Select (R Class)
First American Small Cap Value	First American Small Cap Value (R Class)
First American Strategy Growth Allocation	First American Strategy Growth Allocation (R Class)
Franklin Capital Growth	Franklin Capital Growth Fund (R Class)
Franklin Flex Cap Growth	Franklin Flex Cap Growth Fund (R Class)
Franklin Small Mid Cap Growth	Franklin Small Mid Cap Growth Fund (R Class)
Franklin Strategic Income	Franklin Strategic Income Fund (R Class)
Goldman Sachs Mid-Cap Value	Goldman Sachs Mid-Cap Value (Inst Class)
Goldman Sachs Small Cap Value	Goldman Sachs Small Cap Value (Inst Class)
Goldman Sachs Strategic Growth	Goldman Sachs Strategic Growth (Inst Class)
Goldman Sachs Tollkeeper	Goldman Sachs Tollkeeper (Inst Class)
Janus Adviser Forty	Janus Adviser Forty Fund (R Class)
Janus Adviser Growth and Income	Janus Adviser Growth and Income Fund (R Class)
Janus Adviser INTECH Risk-Managed Growth	Janus Adviser INTECH Risk-Managed Growth Fund (I Class)
Janus Adviser Mid Cap Value	Janus Adviser Mid Cap Value Fund (SVC)
Janus Adviser Small Company Value	Janus Adviser Small Company Value Fund (I Class)
Lord Abbett Developing Growth	Lord Abbett Developing Growth Fund (P Class)
Lord Abbett Growth Opportunities	Lord Abbett Growth Opportunities Fund (P Class)

Lord Abbett Small-Cap Blend
Marshall Mid-Cap Growth
Marshall Mid-Cap Value
Marshall Small-Cap Growth
Neuberger Berman Fasciano
Neuberger Berman Focus
Neuberger Berman Millennium
Neuberger Berman Partners
OneAmerica® Asset Director
OneAmerica® Investment Grade Bond
OneAmerican Socially Responsive Portfolio
OneAmerica® Value
Oppenheimer Global
Oppenheimer International Bond
Oppenheimer Main Street Opportunity
Oppenheimer Small Cap
Oppenheimer Strategic Income
PIMCO High Yield
PIMCO Total Return
Pioneer
Pioneer Bond
Pioneer Emerging Markets
Pioneer High Yield
Pioneer Mid-Cap Value
Pioneer Oak Ridge Large Cap Growth
Pioneer Small Cap Value
Russell 2010 Strategy
Russell 2020 Strategy
Russell 2030 Strategy
Russell 2040 Strategy
Russell LifePoints Balanced
Russell LifePoints Conservative
Russell LifePoints Equity Growth Strategy
Russell LifePoints Growth Strategy
Russell LifePoints Moderate
State Street Equity 500 Index
T. Rowe Price Blue Chip Growth
T. Rowe Price Equity Income
T. Rowe Price Growth Stock
T. Rowe Price International Growth & Income
T. Rowe Price International Stock
Templeton Foreign
Templeton Growth
Thornburg Core Growth
Thornburg International Value
Thornburg Limited-Term Income
Thornburg Value
Timothy Conservative Growth
Timothy Strategic Growth

Lord Abbett Small-Cap Blend Fund (P Class)
Marshall Mid-Cap Growth Fund (Investor Class)
Marshall Mid-Cap Value Fund (Investor Class)
Marshall Small-Cap Growth Fund (Investor Class)
Neuberger Berman Fasciano Fund (Advisor Class)
Neuberger Berman Focus Fund (Advisor Class)
Neuberger Berman Millennium Fund (Advisor Class)
Neuberger Berman Partners Fund (Advisor Class)
OneAmerica® Asset Director Portfolio (Advisor Class)
OneAmerica® Investment Grade Bond Portfolio (Advisor Class)
OneAmerica Socially Responsive Portfolio (O Class)
OneAmerica® Value Portfolio (Advisor Class)
Oppenheimer Global Fund (N Class)
Oppenheimer International Bond Fund (N Class)
Oppenheimer Main Street Opportunity Fund (N Class)
Oppenheimer Small Cap Fund (A Class)
Oppenheimer Strategic Income Fund (A Class)
PIMCO High Yield Fund (R Class)
PIMCO Total Return Fund (R Class)
Pioneer Fund (R Class)
Pioneer Bond Fund (R Class)
Pioneer Emerging Markets (A Class)
Pioneer High Yield Fund (R Class)
Pioneer Mid-Cap Value Fund (R Class)
Pioneer Oak Ridge Large Cap Growth Fund (R Class)
Pioneer Small Cap Value Fund (R Class)
Russell 2010 Strategy Fund (D Class)
Russell 2020 Strategy Fund (D Class)
Russell 2030 Strategy Fund (D Class)
Russell 2040 Strategy Fund (D Class)
Russell LifePoints Balanced Strategy Fund (D Class)
Russell LifePoints Conservative Strategy Fund (D Class)
Russell LifePoints Equity Growth Strategy Fund (D Class)
Russell LifePoints Growth Strategy Fund (D Class)
Russell LifePoints Moderate Strategy Fund (D Class)
State Street Equity 500 Index
T. Rowe Price Blue Chip Growth Fund (R Class)
T. Rowe Price Equity Income Portfolio (R Class)
T. Rowe Price Growth Stock Fund (R Class)
T. Rowe Price International Growth & Income Fund (R Class)
T. Rowe Price International Stock Fund (R Class)
Templeton Foreign Fund (R Class)
Templeton Growth Fund (R Class)
Thornburg Core Growth Fund (R Class)
Thornburg International Value Fund (R Class)
Thornburg Limited-Term Income Fund (R Class)
Thornburg Value Fund (R Class)
Timothy Conservative Growth Fund (A Class)
Timothy Strategic Growth Fund (A Class)]

SERFF Tracking Number: AULD-126893609 State: Arkansas
 Filing Company: American United Life Insurance Company State Tracking Number: 47258
 Company Tracking Number: GBERTDA-UK(SVA)
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Reg Unallocated Stable Value/VAR - GBERTDA-uK(SVA)
 Project Name/Number: Reg Unallocated Stable Value/VAR - GBERTDA-uK(SVA)/GBERTDA-uK(SVA)

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: ARactcert-Reg6.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: The application to be used with this contract will be Form P-12503, which was approved by your office on March 30, 2000.		
Attachment: 12503(Reference for filing)Standard.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment: SOV-GBERTDA-uK(SVA) (10-14-10)except FL,MD,MO,NV,OR.pdf		

STATE OF ARKANSAS

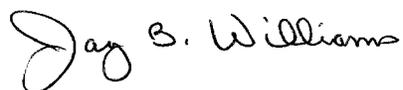
CERTIFICATION

CARRIER: AMERICAN UNITED LIFE INSURANCE COMPANY

SUBMISSION: GBERTDA-uK SVA -Guaranteed Benefit Unallocated Employer-Sponsored
TDA Multiple-Fund Group Variable Annuity

DATE: November 8, 2010

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

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

Jay B. Williams

Name

Vice President, Compliance

Title

APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY
FOR A MULTIPLE-FUND GROUP VARIABLE ANNUITY CONTRACT

ABC COMPANY (hereinafter called the Applicant)

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

This application is made a part of the contract identified above, which is hereby approved and conditions accepted.

REFERENCE ONLY
THIS FORM HAS BEEN
PREVIOUSLY
APPROVED BY YOUR
OFFICE.

One executed copy of this application shall be attached to such contract, and a second executed copy shall be returned to the American United Life Insurance Company at its Home Office.

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

Dated at _____ on _____, _____.

Signature of Applicant _____

By _____

Title _____

Soliciting Agent _____

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

American United Life Insurance Company – NAIC 60895
Form GBERTDA-uK(SVA)
Statement of Variability (SOV)
10-20-10

<i>Page</i>	<i>Description</i>	<i>Variable Explanation</i>
Cover Page	John Doe information, officer name & title, company telephone number [(SBR)]	Contract holder specific information/name and/or title change/telephone number change Reflects the type of contract issued
Table of Content	Section 7.5- [Variable Investment Plus (VIP) Factor]	The Variable Investment Plus (VIP) Factor is an offset to the “y” asset charge. The maximum asset charge is 1.75%. Please refer to the actuarial memorandum for further explanation.
Sec 1 – Definitions/ Contributions	1.10 – [Code §403(b) Contributions may not exceed applicable Code §§402(g), 403(b), 414(v), and 415 limits. The term “Contributions” does not include amounts that were the subject of an eligible rollover distribution from another plan to the Code §403(b) Plan.]	Ability to revise this language without filing based on changes in IRS Code requirements.
Sec 1 – Definitions/ Excess Contributions	1.12 - [Code §403(b) Contributions that exceed the applicable Code §415 limits, and that you identify to AUL, will be accounted for separately within this contract.]	Ability to revise this language without filing based on changes in IRS Code requirements.
Sec 1 – Definitions/ Guaranteed SVA Account Value	1.14 - [the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding each calendar year in which monies are invested in the SVA (rounded to the nearest 0.05%), minus 1.25%. This interest rate shall not be less than 1% nor greater than 3%.]	To allow change in case the Standard NAIC Nonforfeiture Law Individual Deferred Annuities (SNFLIDA) model regulation is changed.
Sec 1 – Definitions/ Investment Account	1.16 – [money market or bond Investment Account with a duration of less than 3 years]	Based on investment options available under the contract.
Sec 1 – Definitions/Plan Sponsor	1.21 - [ABC Company]	Contract holder specific information.
Sec 1 – Definitions/Withdrawal Charge	1.25 – [Contract Year] Withdrawal charge schedule.	Withdrawal charge may be based on contract year or the participant year. Scale varies by commission option. Maximum surrender charge would be

	[8.5%]	8%, minimum would be zero and the withdrawal charge period would not exceed 10 years. Subject to change based on changes in Federal laws/regulation
Sec 2 – Administration of Participant Accounts/ How Contributions Are Handled	<p>2.1 – [the second Business Day after we (1) receive the initial Contribution or, if later, (2) receive all data necessary to complete the allocation (including Investment Option elections)].</p> <p>[the Business Day we (1) receive that Contribution or, if later, (2) receive all data necessary to complete the allocation]</p> <p>[5]</p> <p>[insert chosen default Investment Option here]</p> <p>[5]</p>	<p>Option to change number of days based on administration requirements. Range = 1 to 10 days.</p> <p>Option to change number of days based on administration requirements. Range = 1 to 10 days.</p> <p>Option to change number of days based on administration requirements. Range = 1 to 10 days.</p> <p>To allow for selection of default investment option by plan sponsor.</p> <p>Option to change number of days based on administration requirements. Range = 1 to 10 days.</p>
Sec 2 – Administration of Participant Accounts/ Excess Contributions	<p>2.3 – [No Participant is permitted to have elective deferral contributions (within the meaning of Code §402(g)(3)) made during a calendar year under this contract, or under any other plans, contracts, or arrangements maintained by his employer, in excess of the dollar limitation in effect under Code §402(g)(1) and any Regulations issued thereunder for taxable years beginning in such calendar year.]</p>	<p>Ability to revise this language without filing based on changes in IRS requirements.</p>
Sec 3 – Operation of the Stable Value Account (SVA)/ Provision of a Guaranteed Rate for the SVA	<p>3.2 [35]</p> <p>[5]</p>	<p>Option of time to declare change in interest rate. Range = 21 to 45 days.</p> <p>Range = 5 days to 45 days</p>
Sec 3 – Operation of the Stable Value Account (SVA)/Minimum Rate Guarantee	<p>3.3 [0%]</p>	<p>See actuarial memorandum. Based on investment returns, product expenses, lapse expense and current market conditions. This contract is exempt for the Standard Nonforfeiture Law because it used to fund an employer/employee group retirement plan and is governed by ERISA.</p>

Sec 3 – Operation of the Stable Value Account/Limitation on Contributions and Transfers to the SVA	3.4 – [30]	Option to change number of days based on administrative changes. Range = 5 days to 45 days
Sec 5 – Benefit Payments and Transfers/ General Withdrawal Provisions	5.1 [(a) through (e)] 5.1 (g) - [the Business Day that we receive a proper withdrawal request (or due proof of death, if received later)] 5.1 (h) – [7] [6 months]	Ability to revise this language without filing based on changes in IRS requirements. Option to change based on administration requirements. Range = 1 to 10 days. Option to change based on administration requirements. Range = 1 to 14 days. Ability to revise this language without filing based on changes in Regulation requirements.
Sec 5 – Benefit Payments and Transfers/ Plan Benefit Payments	5.2 [(1) through (3)]	Ability to revise this language without filing based on changes in IRS requirements. Option to change based on administration requirements.
Sec 5 – Benefit Payments and Transfers/ Requirement Minimum Distributions	5.3 – Entire subsection	Ability to revise this language without filing based on changes in IRS requirements.
Sec 5 – Benefit Payments and Transfers/ Code 403(b) Rollovers	5.4 – Entire subsection	Ability to revise this language without filing based on changes in IRS requirements.
Sec 5 – Benefit Payments and Transfers/ Distributions on Plan Termination	5.5 – Entire subsection	Ability to revise this language without filing based on changes in IRS requirements.
Sec 5 – Benefit Payments and Transfers/Transfers between Investment Options	5.6 [the Business Day that we receive the transfer direction] [7] [6 months]	Option to change based on administrative requirements. Range = 1 to 5 days Option to change based on administrative requirements. Range = 1 to 14 days Ability to revise this language for deferment of payment on Regulation changes.
Sec 5 – Benefit Payments and Transfers/Transfers to and from the SVA	5.7 [5]	Option to change number of days based on administrative changes. Range = 5 to 45 days

<p>Sec 6 – Annuities/Annuity Purchases</p>	<p>6.1 [the last day of the month preceding the Annuity Commencement Date]</p> <p>[the lesser of \$10,000 or the Participant’s entire Investment Account Value plus his Guaranteed SVA Account Value]</p> <p>[5]</p>	<p>Option to change based on administration requirements. Range = 1 to 5 days</p> <p>Option to change based on administration requirements. With range of \$5,000 to \$50,000.</p> <p>Option to change number of days based on administration requirements. Range = 5 to 14 days</p>
<p>Sec 7 – Other Contract Charges/Investment Option Charge</p>	<p>7.1 [1.25%]</p>	<p>Option to change based on administrative requirements and commission options - not to exceed 1.75%.</p>
<p>Sec 7 – Other Contract Charges/Other Charges</p>	<p>7.4(b) [60]</p>	<p>Option to change number of days based on administrative requirements. Range 30 to 90 days.</p>
<p>Sec 7 – Other Contract Charges/Variable Investment Plus (VIP) Credit Factor</p>	<p>Section 7.5- [Variable Investment Plus (VIP) Factor]</p>	<p>The Variable Investment Plus (VIP) Factor is an offset to the “y” asset charge. The maximum asset charge is 1.75%. Please refer to the actuarial memorandum for further explanation. “30 days” could be changed based on administration requirements with range of 30 to 60 days.</p>
<p>Sec 8 – Contract Modifications/Our Right to Initiate Changes</p>	<p>8.5 – [60]</p>	<p>Option to change number of days based on administrative requirements. Range = 30 to 60 days</p>
<p>Sec 9 – Termination of Contract/Termination By You</p>	<p>9.1 (a) [5 days]</p> <p>[the Business Day that we receive your notice at our Home Office]</p>	<p>Option to change number of days based on administrative requirements. Range = 5 to 45 days</p> <p>Option to change number of days based on administrative requirements. Range = 1 to 10 days</p>
<p>Sec 9 – Termination of Contract/Payment Upon Termination by You</p>	<p>9.2(a)(1) [7]</p>	<p>Option to change number of days based on administrative requirements. Range = 1 to 14 days</p>
<p>Sec 9 – Termination of Contract/Payment Upon Termination by You</p>	<p>9.2 (a)(2) [7]</p> <p>[the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding</p>	<p>Option to change number of days based on administrative requirements. Range = 1 to 14 days</p> <p>Ability to revise language without filing based on changes in IRS requirements.</p>

	<p>such specific calendar year (rounded to the nearest 0.05%), minus 1.25%. This minimum guaranteed interest rate shall not be less than 1% nor greater than 3%.]</p> <p>[365]</p> <p>[Only Plan benefit distributions that are paid pursuant to §6.1, and Plan benefit distributions that are paid pursuant to §5.2 for retirement, death, disability, termination of employment, and Code §401(a)(9) required minimum distributions and that are not subject to a Withdrawal Charge, shall continue to be made during this 365-day period.]</p> <p>[365-day]</p>	<p>Option to change number of days based on administrative requirements. Range = 180 to 365 days</p> <p>Ability to revise language without filing based on changes in IRS requirements.</p> <p>Option to change number of days based on administrative requirements. Range = 180 to 365 days</p>
Sec 9 – Termination of Contract/Payment Upon Termination by You	9.2 (last paragraph) – [5]	Option to change number of days based on administrative requirements. Range = 1 to 14 days
Sec 10 – General Provisions/ Nonforfeitability and Nontransferability	10.13 – entire subsection	Ability to revise language without filing based on changes in IRS requirements.
Sec 10 – General Provisions/Notice of Annual Meeting of Members	10.14 [the third Thursday in February each year at ten o’clock A.M. local time]	To allow flexibility in the date and time of the annual meeting.
Page 29- Table of Guaranteed Immediate Annuities	Table of Guaranteed Immediate Annuities	To allow flexibility in case the 1994 Group Annuity Reserving Table is changed.
Page 30 – Table of Investment Accounts	Investment Option Choices	To allow for changes in investment option selections.