Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Retirement Cornerstone II: 4 Share Class

SERFF Tr Num: ELAS-126906880

State: Arkansas

TOI: A02.1I Individual Annuities- Deferred Non-Variable and Variable

SERFF Status: Closed-Approved-Closed

State Tr Num: 47325

Sub-TOI: A02.1I.002 Flexible Premium

Co Tr Num: ICC10BASE2-A

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Robert Palermo

Disposition Date: 11/29/2010

Date Submitted: 11/16/2010

Disposition Status: Approved-Closed

Implementation Date Requested: 12/20/2010

Implementation Date:

State Filing Description:

General Information

Project Name: Retirement Cornerstone II: 4 Share Class

Project Number: ICC10BASE2-A

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/29/2010

Deemer Date:

Submitted By: Robert Palermo

Filing Description:

Please see attached filing letter for details.

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 11/29/2010

Created By: Robert Palermo

Corresponding Filing Tracking Number:

Company and Contact

Filing Contact Information

Gregory Prato, Assistant Vice President

greg.prato@axa-equitable.com

1290 Avenue of the Americas, 14th Floor

212-314-5710 [Phone]

New York, NY 10104 212-314-3380 [FAX]

Filing Company Information

AXA Equitable Life Insurance Company	CoCode: 62944	State of Domicile: New York
1290 Avenue of the Americas, 14-10	Group Code: 968	Company Type: LIFE Insurance
New York,, NY 10104	Group Name:	State ID Number:
(212) 314-2921 ext. [Phone]	FEIN Number: 13-5570651	

Filing Fees

Fee Required?	Yes
Fee Amount:	$1,100.00
Retaliatory?	No
Fee Explanation:	$50.00 per form (22)
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	$1,100.00	11/16/2010	41954465

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/29/2010	11/29/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Linda Bird	11/23/2010	11/23/2010	Robert Palermo	11/23/2010	11/23/2010

Disposition

Disposition Date: 11/29/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Variable Text/SOV Memorandums		Yes
Supporting Document	Filing Letter		Yes
Supporting Document	Compliance Certification		Yes
Form	Flexible Premium Deferred Fixed And Variable Annuity Contract		Yes
Form	Data		Yes
Form	Data		Yes
Form	Data		Yes
Form	Data		Yes
Form	Return Of Principal Death Benefit Rider		Yes
Form	Guaranteed Income Benefit Rider		Yes
Form	“Greater Of” Death Benefit Rider		Yes
Form	Highest Anniversary Value Death Benefit Rider		Yes
Form	Endorsement Applicable To A Charitable Remainder Trust		Yes
Form	Endorsement Applicable To The Termination Of An Optional Guaranteed Income Benefit And/Or The Termination Or Change Of An Optional Guaranteed Minimum Death Benefit Rider(S)		Yes
Form	Endorsement Applicable To Qualified Defined Benefit Plans		Yes
Form	Endorsement Applicable To Qualified Defined Contribution Plans		Yes
Form	Endorsement Applicable To Special Dollar Cost Averaging		Yes
Form	Endorsement Applicable To Credits Applied To Annuity Account Value		Yes
Form	Endorsement Applicable To Protection With Investment Performance Account Investment		Yes

Form	Endorsement Applicable To Protection With Investment Performance Account Investment	Yes
Form	Endorsement Applicable To Traditional IRA Contracts	Yes
Form	Endorsement Applicable To Non-Qualified Contracts	Yes
Form	Endorsement Applicable To Roth IRA Contracts	Yes
Form	Application for an Individual	Yes
Form	Application for an Individual	Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/23/2010
Submitted Date	11/23/2010
Respond By Date	12/27/2010

Dear Gregory Prato,

This will acknowledge receipt of the captioned filing.

Objection 1
Comment: Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.
Sincerely,
Linda Bird

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/23/2010
Submitted Date	11/23/2010

Dear Linda Bird,

Comments:
This is in response to your letter of 11/23/2010.

Response 1

Comments: RE: State Tracking #47325

We have reviewed Rule and Regulation 6 pertaining to variable annuity contracts, and to the best of our knowledge, with respect to the forms submitted under the above referenced state tracking number, we are compliant therewith.

Related Objection 1

Comment:
Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We trust this satisfies your concern and look forward to your approval.

Sincerely,

Richard M. Walsh
Assistant Vice President

SERFF Tracking Number:	*ELAS-126906880*	*State:*	*Arkansas*
Filing Company:	*AXA Equitable Life Insurance Company*	*State Tracking Number:*	*47325*
Company Tracking Number:	*ICC10BASE2-A*		
TOI:	*A02.1I Individual Annuities- Deferred Non-Variable and Variable*	*Sub-TOI:*	*A02.1I.002 Flexible Premium*
Product Name:	*Retirement Cornerstone II: 4 Share Class*		
Project Name/Number:	*Retirement Cornerstone II: 4 Share Class/ICC10BASE2-A*		

Sincerely,

Robert Palermo

Form Schedule

Lead Form Number: ICC10BASE2-A

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ICC10BASE2-A	Policy/Contract/Fraternal Certificate	Flexible Premium Deferred Fixed And Variable Annuity Contract	Initial		0.000	Con - Gen - Ind - ICC10BASE2-A - RC II- 4 Share Contract Generic A final.pdf
	ICC10DPB	Data/Declaration Pages	Data	Initial		0.000	Dat - ICC - ICC10DPB - RC 11 B Share final.pdf
	ICC10DPC	Data/Declaration Pages	Data	Initial		0.000	Dat - ICC - ICC10DPC - RC 11 C Share final.pdf
	ICC10DPCP	Data/Declaration Pages	Data	Initial		0.000	Dat - ICC - ICC10DPCP - RC 11 CP Share final.pdf
	ICC10DPL	Data/Declaration Pages	Data	Initial		0.000	Dat - ICC - ICC10DPL - RC 11 L Share final.pdf
	ICC10GMDBROP2	Policy/Contract/Fraternal	Return Of Principal Death Benefit Rider	Initial		0.000	Rid - ICC - ICC10GMDB

	al Certificate: Amendment, Insert Page, Endorsement or Rider				ROP2 - COV - RC II -4 Share -9-10 _ICC10GMDBROP2 Rider_ final.pdf
ICC10GIB2	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Guaranteed Income Benefit Rider	Initial	0.000	Rid - ICC - ICC10GIB2 - RC II-4 Share 9-10 _ICC10GIB2 Rider_ Final.pdf
ICC10GMDBGR2	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	"Greater Of" Death Benefit Rider	Initial	0.000	Rid - ICC - ICC10GMDBGR2 - RC II-4 Share-9-10 _ ICC10GMDBGR2 Rider_ final.pdf
ICC10GMDBHAV2	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Highest Anniversary Value Death Benefit Rider	Initial	0.000	Rid - ICC - ICC10GMDBHAV2 COV - RC II-4 Share 9-10 _ICC10GMDBHAV2 Rider_ final.pdf
ICC10CRT	Policy/Contract/Fraternal	Endorsement Applicable To A Charitable	Initial	0.000	End - ICC - ICC10CRT - ICC10CRT

	Certificate: Amendment, Insert Page, Endorsement or Rider	Remainder Trust			final.pdf
ICC10GBENDO2	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Endorsement Applicable To The Termination Of An Optional Guaranteed Income Benefit And/Or The Termination Or Change Of An Optional Guaranteed Minimum Death Benefit Rider(S)	Initial	0.000	End - ICC - ICC10GBENDO2 - ICC10GBENDO2 final.pdf
ICC10QP-DB1	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Endorsement Applicable To Qualified Defined Benefit Plans	Initial	0.000	End - ICC - ICC10QP-DB1 - QPDBRC11 Final.pdf
ICC10QP-DC1	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Endorsement Applicable To Qualified Defined Contribution Plans	Initial	0.000	End - ICC - ICC10QP-DC1 - QPDCRC11 Final.pdf
ICC10SDCA1	Policy/Contract/Fratern	Endorsement Applicable To	Initial	0.000	End - ICC - ICC10SDCA1

	al Certificate: Amendment, Insert Page, Endorsement or Rider	Special Dollar Cost Averaging			- ICC10SDCA1 final.pdf
ICC10TRBNS1	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Endorsement Applicable To Credits Applied To Annuity Account Value	Initial	0.000	End - ICC - ICC10TRBNS1 - ICC10TRBNS final.pdf
ICC10SMMDCA2	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Endorsement Applicable To Protection With Investment Performance Account Investment	Initial	0.000	End - Gen - Ind - ICC10SMMDCA2 4 Shr Ind final.pdf
ICC10GOA2	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Endorsement Applicable To Protection With Investment Performance Account Investment	Initial	0.000	End - Gen - Ind - ICC10GOA2 4 Shr Ind final.pdf
ICC10IRA2	Policy/Contract/Fraternal	Endorsement Applicable To Traditional IRA	Initial	0.000	End - Gen - Ind - ICC10IRA2 -

	Certificate: Amendment, Insert Page, Endorsement or Rider	Contracts			IRA ENDORSEMENT 4 Shr Gen Ind final.pdf
ICC10NQ2	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Endorsement Applicable To Non-Qualified Contracts	Initial	0.000	End - Gen - Ind - ICC10NQ2 - NQ ENDORSEMENT 4 Shr Ind final.pdf
ICC10ROTH2	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Endorsement Applicable To Roth IRA Contracts	Initial	0.000	End - Gen - Ind - ICC10ROTH2 - ROTH IRA ENDORSEMENT 4 Shr Gen Ind final.pdf
2010 App 01 RC11	Application/Enrollment Form	Application for an Individual	Initial	0.000	App - Gen - Ind - 2010 App 01 RC11.PDF
2010 App 02 RC11	Application/Enrollment Form	Application for an Individual	Initial	0.000	App - Gen - Ind - 2010 App 02 RC11 .PDF

Owner: [JOHN DOE]
[Applicable for Joint Owner Non-Qualified Contracts only, if so titled]
Joint Owner:
Annuitant: [JOHN DOE]
[Applicable for Non-Qualified Contracts only, if so titled]
Joint Annuitant:

Contract Number: [00000]

Contract Date: [January 1, 2010]

FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT

Processing Office: [AXA Equitable Life Insurance Company, P.O. Box 1547,
Secaucus, New Jersey 07096-1547
Telephone: (800)-789-7771
www.axa-equitable.com]

This is the entire Contract. This Contract is issued in return for the Contributions to be made to us under this Contract. This Contract becomes effective on the Contract Date. The Annuitant and the Owner must be living on the Contract Date.

In this Contract, ''we'', ''our'' and ''us'' mean AXA Equitable Life Insurance Company. ''You'' and ''your'' mean the Owner.

We will provide the benefits and other rights pursuant to the terms of this Contract.

TEN DAYS TO EXAMINE CONTRACT - Not later than ten days after you receive this Contract, you may return it to us. We will cancel it and refund any Contribution you made to us.

AXA EQUITABLE LIFE INSURANCE COMPANY, a stock life insurance company.
Home Office address: [1290 Avenue of the Americas, New York, New York 10104]

[Christopher M. Condron
Chairman and Chief Executive Officer

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

The portion of Annuity Account Value held in the Variable Separate Account may increase or decrease in value. The amount of the Annuity Benefit will be equal to the sum of any Fixed Annuity Benefit and any Variable Annuity Benefit. The amount of any Variable Annuity Benefit may increase or decrease depending on the investment experience of the Separate Account.

NON-PARTICIPATING

This Contract consists of the cover page, the succeeding Contract pages, the Data Pages, an Endorsement containing provisions applicable to the federal income tax qualification of your Contract or the provisions specific to Non-Qualified Contracts, any other Endorsements, and the optional benefit Riders attached and listed in the Data Pages, which describe any optional benefits you elected. This is the entire Contract.

TABLE OF CONTENTS

			Page
DATA			
Part I	-	DEFINITIONS	3
Part II	-	INVESTMENT OPTIONS	6
Part III	-	CONTRIBUTIONS AND ALLOCATIONS	10
Part IV	-	TRANSFERS AMONG INVESTMENT OPTIONS	11
Part V	-	WITHDRAWALS AND TERMINATION	12
Part VI	-	PAYMENT UPON DEATH	13
Part VII	-	ANNUITY BENEFITS	15
Part VIII	-	CHARGES	18
Part IX	-	GENERAL PROVISIONS	21
TABLE OF GUARANTEED ANNUITY PAYMENTS			24

PART I – DEFINITIONS

SECTION 1.01 ANNUITANT

‘‘Annuitant’’ means the individual shown as such in the Data Pages, or any successor Annuitant.

SECTION 1.02 ANNUITY ACCOUNT VALUE

‘‘Annuity Account Value’’ means the sum of the amounts held for you in the Investment Options.

SECTION 1.03 ANNUITY BENEFIT

‘‘Annuity Benefit’’ means a benefit payable by us as described in Part VII.

SECTION 1.04 BUSINESS DAY

“Business Day” means generally any day on which the New York Stock Exchange is open for trading and generally ends at 4:00 pm Eastern Time or such other time as we state in writing to the Owner.

SECTION 1.05 CASH VALUE

‘‘Cash Value’’ means an amount equal to the Annuity Account Value, less any charges that apply as described in Part VIII and any charges that may apply as described in any applicable Endorsement(s) or Rider(s).

SECTION 1.06 CODE

‘‘Code’’ means the Internal Revenue Code of 1986, as amended at any time, or any corresponding provisions of prior or subsequent United States revenue laws. References to the “Code” in this Contract include references to applicable Federal income tax regulations.

SECTION 1.07 CONTRACT

‘‘Contract’’ means this Contract including the Data Pages, an Endorsement containing provisions applicable to the federal income tax qualification of your Contract or the provisions specific to Non-Qualified Contracts, any other Endorsement(s), and the optional benefit Rider(s) attached hereto, which describe any optional benefits you elected. This is the entire Contract.

SECTION 1.08 CONTRACT DATE

‘‘Contract Date’’ means the earlier of: (a) the date on which the Owner is enrolled under the Contract according to our enrollment procedures, or (b) in conjunction with certain exchanges, the date of enrollment under a prior Contract. The Contract Date is shown in the Data Pages.

SECTION 1.09 CONTRACT DATE ANNIVERSARY

A Contract Date Anniversary is the last day of the Contract Year unless otherwise stated in the Data Pages.

SECTION 1.10 CONTRACT YEAR

‘‘Contract Year’’ means the twelve-month period starting on (i) the Contract Date and (ii) the same date each subsequent year, unless we agree to another period.

SECTION 1.11 CONTRIBUTION

‘‘Contribution’’ means a payment made to us under the Contract. See Section 3.01.

SECTION 1.12 EMPLOYER

‘‘Employer’’ means, if applicable, an employer as defined in an Endorsement attached hereto.

SECTION 1.13 INVESTMENT FUND

“Investment Fund” means a trust or other investment company or a separate class (or series) of shares of a specified trust or investment company where each class (or series) represents a separate portfolio in the specified trust or investment company.

SECTION 1.14 INVESTMENT OPTION

‘‘Investment Option’’ means the Guaranteed Interest Option, a Separate Account, or a Variable Investment Option of a Separate Account.

SECTION 1.15 MATURITY DATE

‘‘Maturity Date’’ means the last “Annuity Commencement Date” on which the annuity payments described in Part VII are to commence. The Maturity Date is shown in the Data Pages and is based on the original Annuitant’s date of birth.

SECTION 1.16 NON-NATURAL OWNER

“Non-Natural Owner” means an Owner who is not an individual. Benefits thereunder, are determined by the age of the Annuitant. If there is an ownership change under a Contract owned by a Non-Natural Owner to an individual, the original Annuitant or Joint Annuitant, if applicable, continues to determine the benefits under the Contract.

SECTION 1.17 OWNER

‘‘Owner’’ means the person or entity shown as such on the cover page, in the Data Pages, or in any Endorsement and includes any successor owner.

SECTION 1.18 PLAN

"Plan" means a retirement savings plan adopted by an Employer that is intended to meet the requirements for qualification under either Section 401(a) of the Code or 403(b) of the Code.

SECTION 1.19 PRIOR CONTRACT

‘‘Prior Contract’’ means another contract or certificate issued by us, or one of our affiliates, from which the Owner and we have agreed to transfer amounts to this Contract.

SECTION 1.20 PROCESSING DATE

‘‘Processing Date’’ is each Contract Date Anniversary. If the Contract Date Anniversary is not a Business Day, then the Processing Date is the first Business Day thereafter.

SECTION 1.21 PROCESSING OFFICE

‘‘Processing Office’’ means the AXA Equitable Processing office shown on the cover page of this Contract, or such other location we may state upon written notice to you.

SECTION 1.22 SEPARATE ACCOUNT

‘‘Separate Account’’ means any of the Separate Accounts described or referred to in Sections 2.02 and 2.05 and the Data Pages of this Contract.

SECTION 1.23 TRANSACTION DATE

The Transaction Date is the Business Day we receive at the Processing Office a Contribution or a transaction request providing the information we need. Transaction requests must be in a form acceptable to us.

SECTION 1.24 VARIABLE INVESTMENT OPTION

“Variable Investment Option” means a separate account or a subdivision of a Separate Account available under this Contract. A Variable Investment Option may invest its assets in an Investment Fund.

PART II - INVESTMENT OPTIONS

SECTION 2.01 GUARANTEED INTEREST OPTION

Any amount held in the Guaranteed Interest Option becomes part of the assets in our general account, which supports the guarantees of the Contract and other contracts.

The amount the Guaranteed Interest Option at any time is equal to:

- all amounts that have been allocated or transferred to the Guaranteed Interest Option, plus
- the amount of any interest credited, less
- all amounts that have been withdrawn (including charges) or transferred from such Option.

We will credit the amount held in the Guaranteed Interest Option with interest at effective rates that we set periodically. We will set an annual guaranteed interest rate that will remain in effect for a stated twelve-month period or a calendar year. We will also set a minimum guaranteed interest rate that will be effective for the duration of the Contract. The Data Pages show the initial rate(s) that apply.

We guarantee that any rate so set after your Contract Date will never be less than the lifetime minimum guaranteed interest rate shown in the Data Pages.

SECTION 2.02 SEPARATE ACCOUNT

We have established the Separate Account(s) and maintain such Account(s) in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets of the Separate Account(s) are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in the Separate Account(s) to support this Contract and other variable annuity contracts and certificates. Assets may be placed in the Separate Account(s) for other purposes, but not to support contracts or policies other than variable annuities and variable life insurance.

The Data Pages set forth the Separate Account(s). A Separate Account may be subdivided into Variable Investment Options.

The assets of a Separate Account are our property. The portion of such assets equal to the reserves and other contract liabilities will not be chargeable with liabilities which arise out of any other business we conduct. We may transfer assets of a Separate Account in excess of the reserves and other liabilities with respect to such Account to another Separate Account or to our general account.

We may, at our discretion, invest Separate Account assets in any investment permitted by applicable law. We may rely conclusively on the opinion of counsel (including counsel in our employ) as to what investments we may make as law permits.

SECTION 2.03 SEPARATE ACCOUNT ACCUMULATION UNITS AND UNIT VALUES

The amount you have in a Variable Investment Option at any time is equal to the number of Accumulation Units you have in that Variable Investment Option multiplied by the Variable Investment Option's Accumulation Unit Value at that time. ‘‘Accumulation Unit’’ means a unit which is purchased in a Separate Account. ‘‘Accumulation Unit Value’’ means the dollar value of each Accumulation unit in a Separate Account on a given date. (If Variable Investment Options apply as described in Section 2.02, then the terms of this Section 2.03 apply separately to each Variable Investment Option, unless otherwise stated.)

Amounts allocated or transferred to a Separate Account are used to purchase Accumulation Units of that Account. Units are redeemed when amounts are deducted, transferred or withdrawn.

The number of Accumulation Units you have in a Separate Account at any time is equal to the number of Accumulation Units purchased minus the number of Units redeemed in that Account up to that time. The number of Accumulation Units purchased or redeemed in a transaction is equal to the dollar amount of the transaction divided by the Account's Accumulation Unit Value for that Transaction Date.

We determine Accumulation Unit Values for each Separate Account for each Valuation Period. A ‘‘Valuation Period’’ is each Business Day together with any consecutive preceding non-business days. For example, for each Monday which is a Business Day, the preceding Saturday and Sunday will be included to equal a three-day Valuation Period.

Unless the following paragraph applies, the Accumulation Unit Value for a Separate Account for any Valuation Period is equal to the Accumulation Unit Value for the immediately preceding Valuation Period multiplied by the ratio of values: ‘‘(i) ’’ and ‘‘(ii) ’’. Value ‘‘(i) ’’ is the value of the Separate Account at the close of business at the end of the current Valuation Period, before any amounts are allocated to or withdrawn from the Separate Account in that Period. Value ‘‘(ii)’’ is the value of the Separate Account at the close of business at the end of the preceding Valuation Period, after all allocations and withdrawals were made for that Period. For this purpose, ‘‘value of the Separate Account’’ means the market value or, where there is no readily available market, the fair value of the assets allocated to the Separate Account, as determined, by accepted accounting practices, and applicable laws and regulations.

To the extent the Separate Account invests in Investment Funds, and the assets of the Investment Funds are invested in a class or series of shares of a specified trust or investment company, the Accumulation Unit Value of a Variable Investment Option for any Valuation Period is equal to the Accumulation Unit Value for that Fund on the immediately preceding Valuation Period multiplied by the Net Investment Factor for that Fund for the current Valuation Period. The Net Investment Factor for a Valuation Period is (a) divided by (b) minus (c), where:

(a) is the value of the Variable Investment Option's shares of the related Investment Fund at the end of the Valuation Period (before taking into account any amounts allocated to or withdrawn from the Variable Investment Option for the Valuation Period and after deduction of investment advisory fees and direct operating expenses of the specified trust or investment company; for this purpose, we use the share value reported to us by the specified trust or investment company);

(b) is the value of the Variable Investment Option's shares of the related Investment Fund at the end of the preceding Valuation Period (taking into account any amounts allocated or withdrawn for that Valuation Period);

(c) is the Contract Fee (see Section 8.04) for the expenses and risks of the Contract, times the number of calendar days in the Valuation Period, plus any charge for taxes or amounts set aside as a reserve for taxes.

SECTION 2.04 AVAILABILITY OF INVESTMENT OPTIONS

Section 3.01 describes how Contributions are allocated among Investment Options based on your election among the available Variable Investment Options. Your election is subject to the following:

(a) If the Contributions are made pursuant to the terms of a Plan, then Investment Options available may be subject to the terms of such Plan, as reported to us by the Owner.

(b) The available Investment Options on the Contract Date are shown in the Data Pages. We have the right to add Investment Options, to limit the number of Investment Options which you may elect, and to limit or terminate new allocations to an Investment Option. We will not limit or terminate allocations to the Guaranteed Interest Option unless so provided in the Data Pages.

SECTION 2.05 CHANGES WITH RESPECT TO SEPARATE ACCOUNT

In addition to the rights reserved pursuant to subsection (b) of Section 2.04, and Sections 9.01 and 9.02, we have the right, subject to compliance with applicable law, including approval of Contract owners if required:

(a) to add Variable Investment Options (or sub-funds of Variable Investment Options) to, or to remove Variable Investment Options (or sub-funds) from, the Separate Account, or to add other separate accounts;

(b) to combine any two or more Variable Investment Options or sub-funds thereof;

(c) to transfer the assets we determine to be the share of the class of contracts to which this Contract belongs from any Variable Investment Option to another Variable Investment Option;

(d) to operate the Separate Account or any Variable Investment Option as a management investment company under the Investment Company Act of 1940, in which case charges and expenses that otherwise would be assessed against an underlying mutual fund would be assessed against the Separate Account;

(e) to operate the Separate Account or any Variable Investment Option as a unit investment trust under the Investment Company Act of 1940;

(f) to deregister the Separate Account under the Investment Company Act of 1940;

(g) to restrict or eliminate any voting rights as to the Separate Account;

(h) to cause one or more Variable Investment Options to invest some or all of their assets in one or more other trusts or investment companies.

If the exercise of these rights results in a material change in the underlying investment of a Separate Account, you will be notified of such exercise, as required by law.

A Separate Account or Variable Investment Option which may be added by us as described above may be one with respect to which: (i) there may be periods during which Contributions may be restricted pursuant to the maturity terms of such Separate Account or Investment Fund, (ii) amounts therein may be automatically liquidated pursuant to the investment policy of the Separate Account, and (iii) investments therein may mature. We will have the right to reallocate amounts arising from liquidation or maturity according to your allocation instructions then in effect unless you specify other instructions with respect to such amounts. If no such allocation instructions have been made, the reallocation will be made to a designated Investment Option, or to the next established Separate Account or Investment Fund of the same type as described in this paragraph, if applicable, as specified in the Data Pages.

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.01 CONTRIBUTIONS, ALLOCATIONS

You may allocate Contributions to, or transfer among the Investment Options available under this Contract. You need not allocate Contributions to each available Investment Option. You may change the allocation election at any time by sending us the proper form. Allocation percentages must be in whole numbers (no fractions) and must total 100%.

Each Contribution is allocated (after deduction of any charges that may apply) in accordance with the allocation election in effect on the Transaction Date. Contributions made to a Separate Account purchase Accumulation Units in that Account, using the Accumulation Unit Value for that Transaction Date.

SECTION 3.02 LIMITS ON CONTRIBUTIONS

We have the right not to accept any Contribution which is less than the minimum amount shown in the Data Pages. The Data Pages indicate other Contribution limitations and requirements which may apply. We also have the right, in addition to any such limitations and requirements, upon advance notice to you, to:

(a) change such limitations and requirements to apply to Contributions made after the date of such change, and

(b) discontinue acceptance of Contributions under this Contract with respect to all Contracts or with respect to all Contracts of the same class.

PART IV - TRANSFERS AMONG INVESTMENT OPTIONS

SECTION 4.01 TRANSFER REQUESTS

You may request to transfer all or part of the amount held in an Investment Option to one or more of the other Options. The request must be in a form we accept. All transfers will be made on the Transaction Date. Transfers are subject to the terms of Sections 2.04, 4.02 and our rules in effect at the time of transfer. With respect to a Separate Account, the transfers will be made at the Accumulation Unit Value for that Transaction Date.

SECTION 4.02 TRANSFER RULES

The transfer rules which apply are described in the Data Pages. A transfer request will not be accepted if it involves less than the minimum amount, if any, stated in the Data Pages (unless the Annuity Account Value is less than such amount). We have the right to change our transfer rules. Any change will be made upon advance notice to you.

Transfers to a Variable Investment Option will also be subject to the rules of the Investment Fund in which it invests, and in accordance with Sections 5.01, 8.02 and 8.03.

PART V - WITHDRAWALS AND TERMINATION

SECTION 5.01 WITHDRAWALS

Unless otherwise stated in the Data Pages, you may request, pursuant to our procedures then in effect, a withdrawal from the Investment Options before the Maturity Date. The request must be in a form we accept.

On the Transaction Date, we will pay the amount of the withdrawal requested or, if less, the Cash Value. The amount to be paid plus any Withdrawal Charge which applies (see Section 8.01) will be withdrawn on a pro-rata basis from the amounts held for you in the Investment Options, unless you elect otherwise and unless otherwise stated in the Data Pages.

We will not accept a withdrawal request if it involves less than the minimum amount, if any, stated in the Data Pages. Further conditions or restrictions may apply if stated in the Data Pages or in an Endorsement or Rider attached hereto.

We will withdraw any redemption fee or other charge that an Investment Fund requires us to deduct from your Account Value. Such amounts, less any applicable processing fee, will be remitted to the Investment Fund. Unless otherwise provided in the Data Pages such withdrawals will not be subject to the Withdrawal Charges described under Section 8.01, but may cause Contract termination as provided in Section 5.02.

SECTION 5.02 CONTRACT TERMINATION

Payment of the Death Benefit terminates the Contract. In addition, we reserve the right to terminate this Contract if one or more of the following events occurs, unless otherwise specified in any Endorsement, Rider or Data Pages attached hereto:

(a) A withdrawal is made under Section 5.01 that would result in an Annuity Account Value of an amount less than the minimum amount stated in the Data Pages.

(b) If, before the Maturity Date, no Contributions are made during the last three completed Contract Years and the Annuity Account Value is less than the amount described in (a) above.

(c) If as a result of the deduction of a charge or fee, or you make a withdrawal that reduces the Annuity Account Value to zero.

PART VI – PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

You give us the name of the beneficiary ("Beneficiary") who is to receive any death benefit ("Death Benefit") payable because of your death. You may change the Beneficiary during your lifetime and while coverage under the Contract is in force. Any such change must be made in writing. A change will take effect as of the date the written change is executed, whether or not you are living on the date of receipt at our Processing Office. However, we will not be liable as to any payments we make or actions we take before we receive any such change at our Processing Office.

You may name one or more persons to be primary Beneficiary and one or more other persons to be successor Beneficiary if the primary Beneficiary dies before the Owner. Unless you direct otherwise, if you have named two or more persons as Beneficiary, the Beneficiary will be the named person or persons who survive you and payments will be made to such persons in equal shares or to the survivor.

Any part of a Death Benefit for which there is no named Beneficiary living at your death will be payable in a single sum to the Owner's surviving spouse, if any; if there is no surviving spouse, then to the surviving children in equal shares; if there are no surviving children, then to your estate.

If the Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant or Joint Annuitant, if applicable. For purpose of this Section, "you" or "your" refer to the Annuitant when describing the Death Benefit under a Non-Natural Owner Contract.

SECTION 6.02 PAYMENT UPON DEATH

Upon receipt of due proof of your death before the Maturity Date, we will pay a Death Benefit to the Beneficiary named under Section 6.01. Payment is subject to the terms of Section 6.01 and any special rules which may apply as described in the Data Pages and any Endorsement or Rider attached hereto.

For the portion of the Death Benefit payable to a Beneficiary, the date on which we received the Beneficiary requirements is the "Payment Transaction Date". Payment of a Death Benefit will be made upon our receipt of the following "Beneficiary Requirements":

(i) a properly completed written request;
(ii) due proof of death (as evidenced by a certified copy of the death certificate);
(iii) proof satisfactory to us that the person claiming the Death Benefit is the person entitled to receive it;
(iv) tax information required by the Code; and
(v) any other forms we require.

Upon receipt of notification of your death, if we have not received the Beneficiary Requirements described above, your Contract will continue to remain invested in the Investment Options and no transactions will be permitted.

Unless otherwise specified in an optional Rider or the Data Pages attached hereto, the Death Benefit is equal to the Annuity Account Value on the Payment Transaction Date.

If an optional Guaranteed Minimum Death Benefit Rider is elected, the provisions of such Rider supersede the previous paragraph. The Guaranteed Minimum Death Benefit is determined according to the terms and conditions of the Guaranteed Minimum Death Benefit Rider. However, if the Death Benefit described in the previous paragraph is greater than the benefit provided under an optional Guaranteed Minimum Death Benefit Rider, the Death Benefit will equal such greater amount.

SECTION 6.03 MANNER OF PAYMENT

The Death Benefit will be paid to the Beneficiary in a single sum unless you elect a different form of Death Benefit payout (such as a life annuity) and provided that we offer such at the time the Death Benefit is payable. The Beneficiary will have no right to change the election; however, (i) we will apply a predetermined Death Benefit annuity payout election only if payment of the Death Benefit begins within one year following the date of death; (ii) we will not apply a predetermined Death Benefit payout election if doing so would violate any Federal income tax rules or guidelines or any other applicable law. Subject to the foregoing, a Beneficiary who becomes a successor owner or who continues the Contract under a Beneficiary Continuation Option, if available, will not have the right to change your election.

PART VII - ANNUITY BENEFITS

SECTION 7.01 ELECTION OF ANNUITY BENEFITS

As of the Maturity Date the Annuity Account Value will be applied to provide for the Normal Form of Annuity Benefit (described below). However, you may instead elect (i) to have the Cash Value paid in a single sum, (ii) to apply the Annuity Account Value or Cash Value, whichever applies pursuant to the first paragraph of Section 7.05, to provide an Annuity Benefit of any form offered by us or one of our affiliated life insurance companies, or (iii) to apply the Cash Value to provide any other form of benefit payment we offer and applicable laws and regulations. At the time an Annuity Benefit is purchased, we will issue a supplementary contract which reflects the Annuity Benefit terms.

We will provide notice and election forms to you not more than six months before the Maturity Date.

We will have the right to require you to furnish any information we need to provide an Annuity Benefit. We will be fully protected in relying on such information and need not inquire as to its accuracy or completeness.

SECTION 7.02 MATURITY DATE

The Maturity Date is the last Annuity Commencement Date and is shown in the Data Pages, but may be changed by us in conformance with applicable law. You may request commencement of your Annuity Benefit before the Maturity Date by written notice to our Processing Office no less than thirteen months or any other period specified in an endorsement attached to this Contract, following the Contract Date. Such request must be made in writing and must be received by our Processing Office at least [60] days prior to the Annuity Commencement Date you request.

SECTION 7.03 ANNUITY BENEFIT

Payments under an Annuity Benefit will be made monthly to you. If you are not the Annuitant, payments will be made to you, as the Owner. You may elect instead to have the Annuity Benefit paid at other intervals, such as every three months, six months, or twelve months, instead of monthly. or as otherwise stated in any Endorsement attached hereto. This election may be made at the time the Annuity Benefit form as described in Section 7.04 is elected. In that event, all references in this Contract to monthly payments, with respect to the Annuity Benefit to which the election applies, will be deemed to mean payments at the frequency elected.

SECTION 7.04 ANNUITY BENEFIT FORMS

The ‘‘Normal Form’’ of Annuity Benefit is the Life-Period Certain Annuity Form described below, unless another form of annuity is determined to be the Normal Form of Annuity pursuant to the terms of the Plan, if applicable, and/or the requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other law that applies.

The Life-Period Certain Annuity is an annuity that is payable during the lifetime of the person upon whose life the payments depend, but with a maximum of 10 years of payments guaranteed (10 years certain period). That is, if the original payee dies before the certain period has ended, payments will continue to the Beneficiary named to receive such payments for the balance of the certain period.

We may offer other annuity forms as available from us or from one of our affiliated life insurance companies. Such a form may, for example, include the Joint and Survivor Life Annuity Form which provides monthly payments while either of two persons upon whose lives such payments depend is living. The monthly amount to be continued when only one of the persons is living will be equal to a percentage, as elected, of the monthly amount that was paid while both were living.

SECTION 7.05 AMOUNT OF ANNUITY BENEFITS

If you elect pursuant to Section 7.01 to have an Annuity Benefit paid in lieu of the Cash Value, then the amount applied to provide the Annuity Benefit will, unless otherwise stated in the Data Pages or required by applicable laws or regulations, be (i) the Annuity Account Value if the annuity form elected provides payments for a person's remaining lifetime or (ii) the Cash Value if the annuity form elected does not provide such lifetime payments.

The amount applied to provide an Annuity Benefit may be reduced by a charge for any taxes which apply on annuity purchase payments. If we have previously deducted charges for taxes from Contributions, we will not again deduct charges for the same taxes before an Annuity Benefit is provided. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current individual annuity rates, whichever rates would provide a larger benefit with respect to the payee.

The Annuity Benefit at the time of commencement will not be less than that which would be provided by the application of an amount to purchase any single consideration immediate annuity contract of the same form of annuity offered by us at the time to the same class of annuitants. The amount applied to provide a life contingent annuity payout option will be the Annuity Account Value.

SECTION 7.06 CONDITIONS FOR PAYMENT

We may require proof acceptable to us that the person on whose life a benefit payment is based is alive when each payment is due. We will require proof of the age of any such person on whose life an Annuity Benefit is based.

If a benefit was based on information that is later found not to be correct, such benefit will be adjusted on the basis of the correct information. The adjustment will be made in the number or amount of the benefit payments, or any amount used to provide the benefit, or any combination. Overpayments by us will be charged against future payments. Underpayments will be added to future payments. Our liability is limited to the correct information and the actual amounts used to provide the benefits.

If the age (or sex, if applicable as stated in the Tables of Guaranteed Annuity Payments) of any person upon whose life an Annuity Benefit depends has been misstated, any benefits will be those which would have been purchased at the correct age (or sex). Any overpayments or underpayments made by us will be charged or credited with interest at 6% or the then current Guaranteed Interest Rate; we will choose which rate will apply on a uniform basis for like Contracts. Such interest will be deducted from or added to future payments.

If we receive acceptable proof that (i) a payee entitled to receive any payment under the terms of this Contract is physically or mentally incompetent to receive such payment or a minor, (ii) another person or an institution is then maintaining or has custody of such payee, and (iii) no guardian, committee, or other representative of the estate of such payee has been appointed, we may make the payments to such other person or institution. In the case of a minor, the payments will not exceed $200, or such other amount as may be shown in the Data Pages. We will have no further liability with respect to the payments so made.

If the amount to be applied hereunder is less than the minimum amount stated in the Data Pages, we may pay the amount to the payee in a single sum instead of applying it under the annuity form elected.

SECTION 7.07 CHANGES

We have the right, upon advance notice to you, to change at any time after the fifth anniversary of the Contract Date and at intervals of not less than five years, the actuarial basis used in the Tables of Guaranteed Annuity Payments for new Contributions. The effective date that applies to each set of purchase rates will be indicated. However, no such change will apply to (a) any Annuity Benefit provided before the change or (b) Contributions made before such change which are applied to provide an Annuity Benefit.

PART VIII – CHARGES

SECTION 8.01 WITHDRAWAL CHARGES

The amount of the Withdrawal Charge is stated in the Data Pages. We have the right to change the Charge shown in the Data Pages with respect to future Contributions, subject to any maximum stated in the Data Pages. We will give you notice of any change.

If specified in the Data Pages, a ‘‘Free Withdrawal Amount’’ will apply as follows:

> ‘‘Free Withdrawal Amount’’ means an amount equal to the percentage, stated in the Data Pages, of the Annuity Account Value, minus the total of all prior withdrawals (and associated Withdrawal Charges) made as described in Section 5.01 in the current Contract Year that may be withdrawn each Contract Year without incurring a Withdrawal Charge. We have the right to change the Free Withdrawal Amount, but it will always be a percentage between 5% and 30% if so provided in the Data Pages.
>
> If the amount of a withdrawal made under Part V is more than the Free Withdrawal Amount (defined above), we will (a) first withdraw from the Investment Options, on the basis described in Section 5.01, an amount equal to the Free Withdrawal Amount, and (b) then withdraw from the Investment Options an amount equal to the excess of the amount requested over the Free Withdrawal Amount, plus a Withdrawal Charge if one applies.
>
> For purposes of this Section, amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of any Contributions.

In addition, your years of participation under the Prior Contract or years since contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge, if so specified in the Data Pages.

If specified in the Data Pages we have the right to reduce or waive the Withdrawal Charge upon such events as stated in the Data Pages. Moreover, the Withdrawal Charge will be reduced if needed in order to comply with any applicable state or federal law.

SECTION 8.02 ADMINISTRATIVE AND OTHER CHARGES DEDUCTED FROM ANNUITY ACCOUNT VALUE

As of each Processing Date, we will deduct Administrative Charges or other Charges related to the administration and/or distribution of this Contract from the Annuity Account Value. Such Charges are shown in the Data Pages.

If specified in the Data Pages, the Charges will be deducted in full or prorated for the Contract Year, or portion thereof, in which the Contract Date occurs or in which the Annuity Account Value is withdrawn or applied to provide an Annuity Benefit or Death Benefit. If so, the Charges will be deducted when withdrawn or so applied.

The amount of any such Charge will in no event exceed any maximum amount shown in the Data Pages, subject to any maximum amount permitted under any applicable law.

We have the right to change the amount of the Charges with respect to future Contributions. We will give you advance notice of any such change.

SECTION 8.03 TRANSFER CHARGES

We have the right to impose a charge with respect to any transfer among Investment Options after the number of free transfers shown in the Data Pages. The amount of such charge will be set forth in a notice from us to you and will in no event exceed any maximum amount stated in the Data Pages.

SECTION 8.04 INVESTMENT FUND REDEMPTION FEE

We reserve the right to charge your Annuity Account Value for any redemption fee or other transfer charge imposed by an Investment Fund. Such amounts will be withdrawn from your Annuity Account Value as described in Section 5.01.

SECTION 8.05 CONTRACT FEE

The assets of the Variable Investment Options of the Separate Account will be subject to a daily asset charge. The Contract Fee is a daily separate account charge. and is for, operations, administration and distribution expenses and mortality and expense risk that we assume. The fee will be made pursuant to item (c) of ‘‘Net Investment Factor’’ as defined in Section 2.03. Such fee will be applied after any deductions to provide for taxes. It will be at a rate not to exceed the maximum annual rate stated in the Data Pages. We have the right to charge less on a current basis; the actual fee to apply, for at least the first Contract Year, is also stated in the Data Pages.

We may charge a Variable Investment Option Facilitation Charge in order to make certain funds available as Variable Investment Options under this Contract. This charge, if applicable, is assessed daily based on the net asset value of the Variable Investment Options that we specify. The Variable Investment Option Facilitation Charge is equivalent to an annual rate of as shown in the Data Pages.

SECTION 8.06 CHARGE FOR TAXES

We reserve the right to deduct from the amount applied to provide an Annuity Benefit a charge that we determine which is designed to approximate certain taxes that may be imposed on us, including but not limited to premium taxes which may apply in your state. If the tax to which this charge relates is imposed on us at a time other than when amounts are applied to an Annuity

Benefit or if required by your state, we reserve the right to deduct this charge for taxes from Contributions. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current annuity rates, whichever rates would provide a larger benefit with respect to the payee.

SECTION 8.07 CHANGES

In addition to our right to reduce or waive charges as described in this Part VIII, we have the right, upon advance notice to you, to increase the amount of any charge stated in the Data Pages, subject to (a) any maximum amount provided in this Part VIII or the Data Pages and (b) with respect to Withdrawal Charges, Administrative or Other Charges deducted from the Annuity Account Value, the application of any increase only to Contributions made after the date of the change.

PART IX - GENERAL PROVISIONS

SECTION 9.01 CONTRACT

This Contract is the entire Contract as defined in Part I between the parties. It will govern with respect to our rights and obligations.

This Contract may not be changed, nor may any of our rights or rules be waived, except in writing and by our authorized officer.

SECTION 9.02 STATUTORY COMPLIANCE

We have the right to change this Contract without the consent of any other person in order to comply with any laws and regulations that apply. Such right will include, but not be limited to, the right to conform this Contract to reflect requirements of the Code and Treasury regulations or published rulings of the Internal Revenue Service, the Employee Retirement Income Security Act of 1974 and regulations thereunder, and federal securities laws.

Any paid-up annuity, cash surrender value or death benefits available under this Contract are not less than the minimum benefits required by any state law that applies.

SECTION 9.03 DEFERMENT

The use of proceeds to provide a payment of a Death Benefit and payment of any portion of the Annuity Account Value (less any Withdrawal Charge that applies) will be made within seven days after the Transaction Date of the request. Payments or proceeds from the Variable Investment Options can be deferred for any period during which (1) the New York Stock Exchange is closed or trading is restricted, (2) sales of securities or determination of the fair value of a Variable Investment Option's assets is not reasonably practicable because of an emergency, or (3) when the Securities and Exchange Commission has determined that a state of emergency exists that may make determination and payment impractical. We can defer payment or transfer of any portion of the Annuity Account Value in the Guaranteed Interest Option for up to six months while you are living, subject to any required written approval from the Insurance Supervisory Official in your jurisdiction. We will provide you with the specific date on which the transfer will be effective, the reason for the delay, and the value of the transfer as of the date we receive your request.

SECTION 9.04 REPORTS AND NOTICES

At least once each year until the Maturity Date, we will send you a report showing on the start and end dates for the current period for:

(a) the amount of Contributions, withdrawals, charges and cost of any Riders to the Annuity Account Value;

(b) the dollar amount in the Guaranteed Interest Option, including any interest credits;

(c) the total number of Accumulation Units in each Separate Account or Variable Investment Option;

(d) the Accumulation Unit Values;

(e) the dollar amount in each Separate Account or Variable Investment Option;

(f) the Cash Value; and

(g) the amount of the Death Benefit.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records. The information provided will be as of a date not more than four months prior to the date of mailing. We will make copies of the reports available to you upon request at no additional cost.

Notices sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

SECTION 9.05 CHANGE IN OWNER

Any changes in Owner designation, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of this notice.

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

You may assign this Contract before the Maturity Date but we will not be bound by an assignment unless we have received it in writing at our Processing Office. The assignment shall take effect on the date the notice of assignment is signed subject to any payments made or actions taken by us prior to receipt of this notice. Your rights and those of any other person referred to in this Contract will be subject to the assignment. We assume no responsibility for the validity of an assignment or for any rights or obligations between you and the Assignee.

SECTION 9.07 PAYMENTS

All amounts payable by you must be paid by check drawn on a bank that is subject to regulation by the United States or an agency or instrumentality thereof or a State, and payable to us (in United States dollars) or by any other method acceptable to us.

We will pay all amounts hereunder by check (drawn on a United States bank in United States dollars) or, if so agreed by you and us, by wire transfer.

Any requirement for distribution or withdrawal of interest in the Contract shall be fully discharged by payment of the Death Benefit, Annuity Account Value or Cash Value, whichever is applicable, to the Owner or the Beneficiary, as the case may be and mailed to the address as shown in our records by United States mail unless we agree to transmit the funds to another person or in another form in accordance with the terms and conditions of the Contract.

SECTION 9.08 HOW TO COMMUNICATE WITH US

All transaction requests and other notices to us must be in writing in a form satisfactory to us, and delivered by U.S. mail to our Processing Office, except to the extent we agree, by advance written notification to you, to receive such requests or notices in another manner. We may choose to change a previously accepted manner of communication at our discretion. Transaction requests or other communications sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

SECTION 9.09 MISSTATEMENT OF AGE

If the age of any person upon whose life or age a benefit provided under an optional Benefit Rider, depends ("Covered Person") has been misstated, any such benefits will be that which would have been purchased on the basis of the correct age. If the Covered Person would not have been eligible for that Rider at the correct age, (i) the Rider will be rescinded; (ii) any charges that were deducted for the benefit will be refunded and applied to the Annuity Account Value of the Contract, and (iii) only the Death Benefit provided under Section 6.02 will apply.

SECTION 9.10 INCONTESTABILITY

This Contract will be incontestable from its date of issue.

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Life Annuity Form with Ten* Years Certain provided by application of $1,000.

	Monthly Income			Monthly Income	
Ages	Male	Female	Ages	Male	Female
60	2.97	2.74	78	4.39	3.99
61	3.03	2.78	79	4.50	4.10
62	3.08	2.83	80	4.62	4.20
63	3.14	2.88	81	4.78	4.34
64	3.21	2.94	82	4.95	4.48
65	3.27	2.99	83	5.13	4.64
66	3.34	3.05	84	5.33	4.80
67	3.41	3.11	85	5.53	4.97
68	3.48	3.17	86	5.74	5.16
69	3.56	3.24	87	5.97	5.35
70	3.64	3.31	88	6.20	5.54
71	3.72	3.38	89	6.43	5.75
72	3.81	3.46	90	6.67	5.96
73	3.90	3.54	91	6.91	6.17
74	3.99	3.62	92	7.17.	6.40
75	4.08	3.71	93	7.44	6.64
76	4.18	3.80	94	7.74	6.89
77	4.29	3.89	95	8.05	7.16

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.5% interest and mortality equal to 61% for males and 57% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 7.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table ‘‘a’’ projected with modified Scale ‘‘G’’ and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]
[Available only under NQ Contracts]
[Joint Owner:] **[JANE DOE]** Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]
[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]
Owner: [***JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]***
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[***If the Owner is the sole spousal beneficiary under the deceased owner's [Roth] IRA then the following designation will appear after the Owner's name:]***
["Special Surviving Spouse"]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]
Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts]

Owner: [***JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]***
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]
Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

[Applicable to Qualified Plan Contracts]
[Employer;] [ABC Company]
[Plan:] [ABC Company Plan]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsements Attached:
[Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)]

[Market Segment Endorsements]
[Endorsement Applicable to Non-Qualified Contracts
Endorsement Applicable to Defined Contribution Qualified Plan Contracts
Endorsement Applicable to Defined Benefit Qualified Plan Contracts
Endorsement Applicable to Traditional IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Endorsement Applicable to Custodial [Roth] IRA Contracts
Inherited Traditional IRA Beneficiary Continuation Option ("BCO") Endorsement
Inherited Roth IRA Beneficiary Continuation Option ("BCO") Endorsement
Charitable Remainder Trust Endorsement]

[Investment Options Endorsements]
[Endorsement Applicable to Special Dollar Cost Averaging
Endorsement Applicable to Protection with Investment Performance Account Investment Options]

[**Optional Riders Attached:**
Guaranteed Income Benefit Rider
Guaranteed Minimum Death Benefit Rider – Greater of Death Benefit
Guaranteed Minimum Death Benefit Rider –Highest Anniversary Value
Guaranteed Minimum Death Benefit Rider – Return of Principal]

Issue Date:	[January 1, 2011]
Contract Date:	[January 1, 2011]
[Maturity Date :	[January 1, 2046]

The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 7.02 of the Contract) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth. ***[For NQ Contracts with Joint Annuitants]*** [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.]

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

[If GIB is elected the following will appear]
[Initial [Annual] Rollup Rate:

Your initial [Annual] Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Rollup Rate will be determined by the formula below.]

Your Initial Deferral Bonus Rollup Rate is [7.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Deferral Bonus Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –

The minimum [Annual] Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [Annual] Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum Deferral Bonus Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum Deferral Bonus Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

PART B -- This part describes certain provisions of your Contract.

Special Dollar Cost Averaging Rate	[4.00%] through [December 31, 2011]
Guaranteed Interest Option:	
Initial Guaranteed Interest Rate	[2.75% through January 31, 2011;
Annual Guaranteed Interest Rate	1.5% through December 31, 2011]
Lifetime Minimum Guaranteed Interest Rate	[1.5%]

Initial Contribution Received: [$100,000.00]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

Investment Performance Account Investment Options	**Amount Allocated**
[EQ/AllianceBernstein Small Cap Growth*	[$50,000]
EQ/Blackrock International Value	
EQ/International Core PLUS	
EQ/International Growth	
EQ/Mid Cap Index	
EQ/Mid Cap Value PLUS**	
EQ/Oppenheimer Global	
EQ/Small Company Index	
Multimanager International Equity	
Multimanager Mid Cap Growth	
Multimanager Mid Cap Value	
Multimanager Small Cap Growth	
Multimanager Small Cap Value	
EQ/Money Market]	[$0.00]

An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Guaranteed Interest Option ("GIO") [$50,000]

[No more than [25%] of the total Annuity Account Value of the Investment Performance Account Investment Options [and the Protection with Investment Performance Account Investment Options] may be allocated to the GIO.]

Total (Amount Allocated to Investment Performance Account Investment Options): [$100,000.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49].

Protection with Investment Performance Account Investment Options: **[Amounts are allocated in compliance with the Allocation Limits described in the Endorsement Applicable to Protection with Investment Performance Account Investment Options.]**

•

[Category 1 AXA Strategic Allocation Variable Investment Options]

	Amount Allocated
[AXA Balanced Strategy***	[$20,000]
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
AXA Moderate Growth Strategy]	

[Category 2 Fixed Income Variable Investment Options]

	Amount Allocated
[EQ/Core Bond Index*	[$80,000]
EQ/Intermediate Gov't Bond Index]	

[Category 3 Equity Variable Investment Options]

	Amount Allocated
[ATM 400	
ATM 500	
ATM 2000	
ATM EIFA	
AXA Growth Strategy]	

An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Total (Amount Allocated to Protection with Investment Performance Account Investment Options): [$100,000.00]

Total Amount Allocated to Account for Special Dollar Cost Averaging and Investment Performance Account Investment Options and Protection with Investment Performance Account Investment Options: [$200,000.00]

Your allocation of Account Value will be rebalanced [quarterly] in accordance with an applicable Rider or Endorsement.

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Initial Contribution minimum: [$5,000] Subsequent Contribution minimum: [$500] [Subsequent Contributions to the Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age [86] or if later, the first Contract Date Anniversary.] ***[If GIB or an optional GMDB is elected the following will appear]*** [Subsequent Contributions to the Protection with Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age [75] or if later, the [first] Contract Date Anniversary.]

[If GIB or an optional GMDB is elected the following will appear]
[Subsequent Contributions to the Protection with Investment Performance Account Investment Options are not permitted after the date the first Withdrawal is taken from the Protection with Investment Performance Account Value.

No additional Contributions or transfers may be made to the Protection with Investment Performance Account Investment Options on or after the Benefit Transaction Date (see Part II. E. of the GIB Rider). Transfers and Contributions to Protection with Investment Performance Account Investment Options may not exceed a total of [$1,500,000]. No Contributions may be made to any supplementary contract.

We may discontinue Contributions and/or transfers to the Protection with Investment Performance Account Investment Options upon advance written notice to you. The advance notice period is shown immediately below. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline. If we discontinue Contributions and transfers to the Protection with Investment Performance Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Performance Account Investment Options corresponding to the Protection with Investment Performance Account Investment Options that were specified in your allocation instructions. If we are not offering such Performance Account Investment Option as of the discontinuance date, we may substitute a Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy. [If a specific Protection Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

The advanced notice period for discontinuance or limitation of Contributions is [45] days.]

[For issue ages 0 to 80, the following text will appear]
[We may refuse to accept any Contribution if the sum of all Contributions under all ["Retirement Cornerstone"] Contract with the same Annuitant or Owner would then total more than [$1,500,000]. [If we accept any such Contribution under this Contract, your Investment Options may be limited to the Investment Performance Account Investment Options.] ***[For issue ages 81-85, the following sentence will replace the first sentence of this paragraph]*** [We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than $500,000.]

[If the Guaranteed Income Benefit Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the "initial allocation year") to [150%] of the total amount of the Contributions and transfers to the Protection with Investment Performance Account Investment Options during such initial allocation year.]

[For all Contracts] We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [$2,500,000.]

Transfer Rules (see Section 4.02 of the Contract):

Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
d) reject transfer requests from a person acting on behalf of multiple contract owners unless pursuant to a trading authorization agreement that we have accepted,
e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

(a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
(b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
(c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following will appear if GIB or an optional GMDB has been elected.] [Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are permitted until the Owner attains age [75] or if later, the first Contract Date Anniversary. Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are not permitted after the date a Contribution is made to the Investment Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the Protection with Investment Performance Account Value. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Transfers and Contributions to the Protection with Investment Performance Account Investment Options may not exceed a total of $[1,500,000]].

[If the Guaranteed Income Benefit Rider or an optional GMDB Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the "initial allocation year") to [150%] of the total amount of the Contributions and transfers to the Protection with Investment Performance Account Investment Options during such initial allocation year.]

[The following will appear if GIB or an optional GMDB has been elected.] [Contributions to the Account for Special Dollar Cost Averaging scheduled to be transferred into the Protection with Investment Performance Account Investment Options over the duration of the program will increase your [GIB Benefit Base] [or any] [GMDB Benefit Base] as of the effective date you contribute to a Special Dollar Cost Averaging Program.]

Transfers of amounts from the Protection with Investment Performance Account Investment Options to the Investment Performance Account Investment Options are not permitted, except as described in the Termination Provision of the GIB and/or GMDB Riders (Section VI), that you have elected.

We may discontinue accepting transfer requests to the Protection with Investment Performance Account Investment Options at any time with advance written notice to you.

No additional transfers may be made to the Protection with Investment Performance Account Investment Options or the supplementary contract on or after the Benefit Transaction Date.

If we discontinue transfers to the Protection with Investment Performance Account Investment Options, any subsequent automated transfer will be allocated to the Performance Account Investment Option corresponding to the Protection with Investment Performance Account Investment Options in your allocation instructions. If we are not offering such Investment Performance Account Investment Option as of the discontinuance date, we may substitute a Investment Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific Protection with Investment Performance Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection with Investment Performance Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

[This text will apply when the Endorsement Applicable to Protection with Investment Performance Account Investment Options is issued with this Contract.] [Any transfer rules described in the Endorsement Applicable to Protection with Investment Performance Account Investment Options issued with this Contract will apply.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [$300]. ***[Applicable to QP-DB and QP-DC market segments only:]*** [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Lump sum Withdrawals will be taken in accordance with your election of (a), (b), (c) or (d) as set forth below:

a) Withdrawals will be taken on a pro-rata basis from the Protection with Investment Performance Account Investment Options only,

b) Withdrawals will be taken on a pro-rata basis from designated Investment Performance Account Investment Options,

c) Withdrawals will be taken in specified amounts, from both the Protection with Investment Performance Account Investment Options (on a pro-rata basis from such Options) and any designated Investment Performance Account Investment Options, or

d) Withdrawals will be taken in accordance with the following order i) from the Investment Performance Account Investment Options on a pro-rata basis, then ii) from the Special Dollar Cost Averaging Account, then iii) from the Protection with Investment Performance Account Investment Options on a pro-rata basis.

Required Minimum Distributions and Withdrawal requests with no instructions will be taken in accordance with item d) above. We must receive your election before processing your Withdrawal request.

[The following language is applicable to Traditional IRA and QP-DC and QP-DB Contracts]
Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [$250]. See Endorsement Applicable to [Market Segment].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will be terminated.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

[The following text will appear if the Contract Owner elects GIB]

The preceding three paragraphs do not apply while you have Protection with Investment Performance Account Value under your GIB Rider.

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]
[Annuity Benefit Forms - (Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] ***[For annuity commencement date ages 80 and greater the "period certain" is as follows]***

Annuitization Age	Length of Period Certain
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

[Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.]

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract):
[$2,000, as well as minimum of $20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

Contract Year	Percentage of Contributions
1	7.00%
2	7.00%
3	6.00%
4	6.00%
5	5.00%
6	3.00%
7	1.00%
8 and later	0.00%

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with ''Contract Year 1'' with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is ''Contract Year 1.''

[If you have not elected an optional benefit Rider, the following will appear]
[Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.]

[If GIB or an optional GMDB benefit Rider is elected, the following will appear]

[Withdrawal Charges will be deducted from the Protection with Investment Performance Account Value and the Investment Performance Account Value in proportion to the amount subject to Withdrawal Charges after recognizing the respective Free Withdrawal Amounts described below. Withdrawal Charges are deducted from the Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options from which each withdrawal is made in proportion to the amount subject to Withdrawal Charge being withdrawn from each Investment Option.]

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

[If GIB or an optional GMDB benefit is elected] [When the amount of a withdrawal is applied in any optional benefit rider under the Contract, the amount will include any applicable Withdrawal Charge.]

Free Withdrawal Amount (see Section 8.01):

[The following text will appear for Owners age 76 and older]

[[10%] of the Annuity Account Value in the Investment Performance Account Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Investment Performance Account Investment Options during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.]

[If an optional GMDB benefit without a GIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Investment Performance Account Value and the Protection with Investment Performance Account Value as those terms are defined in your Guaranteed Minimum Death Benefit (GMDB) Rider.

[10%] of the Annuity Account Value in the Investment Performance Account Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Investment Performance Account Investment Options during the Contract Year, and

[10%] of the Annuity Account Value in the Protection with Investment Performance Account Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Protection with Investment Performance Account Investment Options during the Contract Year.

In the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

If the first amount allocated to a Protection with Investment Performance Account Investment Option is a Contribution made after the Issue Date, there is no Free Withdrawal Amount for the Protection with Investment Performance Account Value in the Contract Year of such Contribution. If the first amount allocated to a Protection Account Investment Option is a transfer, there will be no Free Withdrawal Amount for the Protection with Investment Performance Account Value in the Contract Year of the transfer and the Free Withdrawal Amount for the Investment Performance Account Value will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the Protection with Investment Performance Account Value will not be included in the Free Withdrawal Amount until the following Contract Year.

When a Withdrawal is taken from both the Investment Performance Account Value and the Protection with Investment Performance Account Value, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

[If GIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Investment Performance Account Value and the Protection with Investment Performance Account Value as those terms are defined in your Guaranteed Income Benefit (GIB) Rider.

With respect to the Investment Performance Account Value, the Free Withdrawal Amount is [10%] of the Annuity Account Value in the Investment Performance Account Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Investment Performance Account Investment Options during the Contract Year.

With respect to the Protection with Investment Performance Account Value, the Free Withdrawal Amount is the GIB Benefit Base on the Contract Date Anniversary multiplied by the [Annual] Rollup Rate in effect on the first day of the Contract Year minus any amount previously withdrawn from the Protection with Investment Performance Account Value during the Contract Year. If the first amount allocated to a Protection Account Investment Option is a Contribution made after the Issue Date, there is no Free Withdrawal Amount for the Protection with Investment Performance Account Value in the Contract Year of such Contribution. If the first

amount allocated to a Protection Account Investment Option is a transfer, there will be no Free Withdrawal Amount for the Protection with Investment Performance Account Value in the Contract Year of the transfer and the Free Withdrawal Amount for the Investment Performance Account Value will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the Protection with Investment Performance Account Value will not be included in the Free Withdrawal Amount until the following Contract Year.

Subject to the preceding paragraphs, in the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

When a Withdrawal is taken from both the Investment Performance Account Value and the Protection with Investment Performance Account Value, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [$30]. Thereafter, the maximum charge is [$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

[The following text will appear if the Investment Performance Account Investment Options are elected.]
[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis.]

[If Protection with Investment Performance Account Investment Options are elected, the following will replace the above sentence.]
[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Dollar Cost Averaging, if applicable, any remaining portion o f the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Protection with Investment Performance Account Investment Options.]

Transfer Charges (see Section 8.03 of the Contract):

Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of $35 for each transaction.]

Contract Fee (see Section 8.04 of the Contract):	**Annual Rate of [1.30%]** (equivalent to a daily rate of [.003585%])], plus any applicable VIO Facilitation Charge up to a annual rate equal to [0.45%] (equivalent to a daily rate of [.001236%]).

The Contract Fee includes the following charges:

[Operations Fee:	Annual rate of 0.80%
Administration Fee:	Annual rate of 0.30%
Distribution Fee:	Annual rate of 0.20%

Variable Investment Option Facilitation Charge: Annual rate up to [0.45]%]

The Variable Investment Option ("VIO") Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

For Waivers 3, 4 and 5 specified below there is a twelve month ineligibility period (the period during which you are ineligible to receive the waiver benefit) beginning on the Contract Date of this Contract and ending on the first Contract Date Anniversary. Once the ineligibility period has expired, the Owner may submit a claim for any such waiver. The claim must be submitted on our Withdrawal Charge waiver form before any waiver benefit is provided.

In accordance with Section 8.01 of the Contract, we reserve the right to reduce or waive the Withdrawal Charge. No Withdrawal Charge will apply in these events:

1. the Owner dies and the Death Benefit is payable;

2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or

3. the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi) and provide documentation satisfactory to us that the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi). Such proof must include, but is not limited to, written certification from a U.S. licensed physician. "Physician" means a person, defined in Section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing only those services within the scope of his or her license;

   (i) "Bathing" means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
   (ii) "Continence" means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
   (iii) "Dressing" means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
   (iv) "Eating" means feeding oneself by food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
   (v) "Toileting" means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
   (vi) "Transferring" means moving into or out of a bed, chair or wheelchair.

4. we receive proof satisfactory to us that the Owner 's life expectancy is six months or less (such proof must include, but is not limited to, certification by a licensed physician); or

5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
   - its main function is to provide skilled, intermediate or custodial nursing care;
   - it provides continuous room and board to three or more persons;
   - it is supervised by a registered nurse or practical nurse;
   - it keeps daily medical records of each patient;

- it controls and records all medications dispensed; and
- its primary service is other than to provide housing for residents.

[Item 6 below will apply only to Contract Owners in the NQ and IRA (not applicable to Inherited IRA) market segments]

6. [for IRA and NQ Contracts, the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner's death.]

[Item 7 below will apply only to Contract Owners in the market segments under which the Beneficiary Continuation Option is available]

7. [a Death Benefit is payable and the Beneficiary Continuation Option is elected.]

[Item 8 below will apply only to Contract Owners in the IRA (not applicable to Inherited IRA) and QP market segments]

8. ***[For the QP market segment] [***a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service. However, in each Contract Year, the amount of the Required Minimum Distribution withdrawal is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.] ***[Item 8 above for IRA Contracts (not applicable to Inherited IRA) only the following language will replace the immediately preceding sentence] [***a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service or withdrawals made under our Substantially Equal Withdrawal Program. However, in each Contract Year, the amount of the Required Minimum Distribution or Substantially Equal Withdrawal is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.]

[Item 9 applies to Traditional IRA Contracts]

9. [amounts under this Contract that are directly transferred to a [Retirement Cornerstone] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.]

[Item 10 applies to Contracts with a GIB Rider]

10. [withdrawals from Contracts with a GIB Rider, which do not exceed the GIB Annual Withdrawal Amount in a Contract Year.]

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Income Benefit (GIB) Rider**. Please read the Rider for the complete provisions shown below.

Your GIB Rider is effective as of the Contract Date.

1. The GIB Rider's Income Benefit (Section I, second paragraph)

   Your lifetime "GIB Annual Payment Amount," as described in Section II. E. under the GIB Rider begins at the earliest of 1) the Contract Date Anniversary following the date your Protection with Investment Performance Account Value falls to zero, except as a result of an Excess Withdrawal, or 2) the Contract Date Anniversary following your [95th] birthday, or 3) the Contract Maturity Date. Prior to the commencement of lifetime annual GIB Payments, after your [first] Contract Date Anniversary, withdrawals each Contract Year from the Protection with Investment Performance Account Value that do not exceed your "GIB Annual Withdrawal Amount" as described in Section II. E., will not reduce your beginning of Contract Year GIB Benefit Base. Protection with Investment Performance Account Value, GIB Annual Withdrawal Amount, Benefit Base, and the Effect of Withdrawals on your GIB Benefit Base are described in Section II of the GIB Rider.

2. Your GIB Annual Withdrawal Amount (Section II. B.)

   The "GIB Annual Withdrawal Amount" for each Contract Year is equal to (i) the GIB Benefit Base at the beginning of the Contract Year [minus any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the [four] prior Contract Years,] multiplied by (ii) the Annual Rollup Rate in effect for the first day of the Contract Year. There is no GIB Annual Withdrawal Amount before the [first] Contract Date Anniversary, or if later, in the Contract Year that the Protection with Investment Performance Account Value is first created. "GIB Benefit Base" and "Annual Rollup Rate" are defined in your GIB Rider.

3. Automatic Payment Plan (Section II. C)

   "Automatic Payment Plan" means a plan for periodic withdrawals up to the GIB Annual Withdrawal Amount each Contract Year beginning at any time after the [first] Contract Date Anniversary.

4. Adjustment of the Benefit Base for Withdrawals; Excess Withdrawals (Section II. D.)

   Except as provided in the next two paragraphs, a withdrawal from the Protection with Investment Performance Account Value reduces the GIB Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your GIB Annual Withdrawal Amount by your Annuity Account Value in the Protection with Investment Performance Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

   Beginning [in the second Contract Year], withdrawals from the Protection with Investment Performance Account Value during a Contract Year do not reduce the GIB Benefit Base to the extent that the total of such withdrawals does not exceed the GIB Annual Withdrawal Amount for that Contract Year. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GIB Benefit Base on the Contract Date Anniversary on a dollar for dollar basis, as described above.

In any Contract Year, a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service ("RMD Withdrawal") from the Protection with Investment Performance Account Value in excess of the GIB Annual Withdrawal Amount that is needed to meet a Required Minimum Distribution as described in "*Lifetime Required Minimum Distributions"* in Section III of this Rider reduces the GIB Benefit Base dollar for dollar.

"Excess Withdrawal" means the amount of any withdrawal or portion of any withdrawal taken from the Protection with Investment Performance Account Value in a Contract Year that together with all other withdrawals exceeds the GIB Annual Withdrawal Amount for that Contract Year. All withdrawals [made prior to the second Contract Year] are "Excess Withdrawals." [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in your Rider.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* "Future benefits" means Annual Withdrawal Amount withdrawals and Lifetime GIB Payments. You may contact your financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

5. Automatic Reset of the GIB Benefit Base (Section II. D.)

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your GIB Benefit Base will reset automatically to equal the Protection with Investment Performance Account Value on that Contract Date Anniversary, if the Protection with Investment Performance Account Value is greater than the GIB Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset GIB Benefit Base. Resets do not occur after the Contract Date Anniversary following your [95th] birthday, or your Maturity Date, if earlier.

6. GIB Payment Amount (Section II. E.)

The "Lifetime GIB Payment Amount" is based upon your GIB Benefit Base on the Benefit Transaction Date. We determine the GIB Benefit Base on the Benefit Transaction Date as though the Benefit Transaction Date is the Contract Date Anniversary. The Lifetime GIB Payment Amount is equal to the Benefit Base multiplied by the applicable GIB Payment Factor shown in the Table below. Payments will be made on a single life basis unless you elect payments on a joint life basis, with your spouse as the joint life payee. Joint life payments are based on the younger spouse's age. You must notify us of this election within [30 days] following the Benefit Transaction Date.

GIB Payment Table

Age on Benefit Transaction Date	GIB Payment Factor Applied to GIB Benefit Base	
	Single Life	Joint Life
Up to Age [85	[4%	3.25%
Ages 86 – 94	5%	4.00
Age 95]	6%	4.50]

7. The Cost of this Rider (Section V)

The current charge for this benefit is [0.95%] of the GIB Benefit Base on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge for the portion of any Contract Year in which this Rider is terminated pursuant to

Section VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Protection Account Investment Options on a pro rata basis.]

[Terms and Conditions Applicable to your **Guaranteed Minimum Death Benefit (GMDB) Rider**. Please read the Rider for the complete provisions shown below.

Your GMDB Rider is effective as of the Contract Date.

1. The "Greater of" Death Benefit Rider's Death Benefit (Section I, fourth paragraph)

   The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] Benefit Base. The Protection with Investment Performance Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of this Rider and how this Rider may terminate are described in the Rider

   Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.
   .

2. GMDB Benefit Base (Section II, B)

   Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base ("Rollup Benefit Base") and the Highest Anniversary Value to Age [85] Benefit Base ("Highest Anniversary Value Benefit Base"). Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and Highest Anniversary Value Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the Protection with Investment Performance Account Investment Options. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection with Investment Performance Account Investment Options, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and Highest Anniversary Value Benefit Base is more fully described in your Rider.

3. Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount (Section II. B.)

   Your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

   (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year; plus
   (ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year; minus
   (iii) any adjustments for Excess Withdrawals (defined below) from the Protection with Investment Performance Account Value during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus
   (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection with Investment Performance Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amount withdrawals from the Protection with Investment Performance Account Value] during the Contract Year; plus
   (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GIB Annual Withdrawal Amount as described in the GIB Rider.

"Excess Withdrawal" means any withdrawal or portion of a withdrawal taken from the Protection with Investment Performance Account Value during a Contract Year that, together with all other amounts withdrawn from the Protection with Investment Performance Account Value during that year, causes the total of such withdrawals to exceed the GIB Annual Withdrawal Amount. *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).*

Annual Adjustment of the GMDB Rollup Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract from the Protection Account, instead of the adjustment described above, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

(i) the GMDB Rollup Benefit Base at the beginning of the Contract Year, plus
(ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year, plus
(iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract from the Protection Account, no Deferral Bonus Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMDB Rollup Benefit Base will be done according to the provision above entitled "Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount."

4. Automatic Reset of the Rollup Benefit Base

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your Rollup Benefit Base will reset automatically to equal the Protection with Investment Performance Account Value on that Contract Date Anniversary, if the Protection with Investment Performance Account Value is greater than the Rollup Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset Rollup Benefit Base. Resets do not occur after the Contract Date Anniversary following your [85th] birthday, or your Maturity Date, if earlier.

5. The Cost of This Rider (Part IV)

The current charge for this Rider is [0.95%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the Highest Anniversary Value Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.10%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Protection with Investment Performance Account Value on a pro-rata basis.]

[Terms and Conditions Applicable to your **Guaranteed Minimum Death Benefit (GMDB) Rider**. Please read the Rider for the complete provisions shown below.

Your GMDB Rider is effective as of the Contract Date.

1. The "Highest Anniversary Value to Age [85]" Death Benefit Rider's Death Benefit (Section I, fourth paragraph)

   The GMDB under the Contract will be the Highest Anniversary Value to Age [85] Benefit Base. The Rider describes the operation of the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

   Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

2. Your GMDB Benefit Base is the Highest Anniversary Value to Age [85] Benefit Base ("Highest Anniversary Value Benefit Base"). Your initial Highest Anniversary Value Benefit Base is equal to your initial Contribution or transfer to the Protection with Investment Performance Account Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your Highest Anniversary Value Benefit Base is described below.

   On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Protection with Investment Performance Account Value is greater than the current Highest Anniversary Value Benefit Base, the Highest Anniversary Value Benefit Base is reset to equal the Protection with Investment Performance Account Value.

3. The Cost of This Rider (Section V)

   The charge for this benefit is [0.25%] of the Highest Anniversary Value Benefit Base. This charge is based on the Highest Anniversary Value Benefit Base on your Contract Date Anniversary.

   We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

   The above charge will be deducted from the Protection with Investment Performance Account Value on a pro-rata basis.

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]
[Available only under NQ Contracts]
[Joint Owner:] **[JANE DOE]** Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]
[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]

Owner: [***JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]***
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[***If the Owner is the sole spousal beneficiary under the deceased owner's [Roth] IRA then the following designation will appear after the Owner's name:]***
["Special Surviving Spouse"]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]
Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts/Certificates]

Owner: [***JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]***
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]
Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsements Attached:

[Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)]

[Market Segment Endorsements]
[Endorsement Applicable to Non-Qualified Contracts
Endorsement Applicable to Traditional IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Endorsement Applicable to Custodial [Roth] IRA Contracts
Inherited Traditional IRA Beneficiary Continuation Option ("BCO") Endorsement
Inherited Roth IRA Beneficiary Continuation Option ("BCO") Endorsement]

[Investment Options Endorsements]
[Endorsement Applicable to Special Money Market Dollar Cost Averaging
Endorsement Applicable to Protection with Investment Performance Account Investment Options]

[Optional Riders Attached:

Guaranteed Income Benefit Rider
Guaranteed Minimum Death Benefit Rider – Greater of Death Benefit
Guaranteed Minimum Death Benefit Rider –Highest Anniversary Value
Guaranteed Minimum Death Benefit Rider – Return of Principal]

Issue Date:	[January 1, 2011]
Contract Date:	[January 1, 2011]
[Maturity Date :	[January 1, 2046]

The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday (see Section 7.02 of the Contract). The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth. ***[For NQ Contracts with Joint Annuitants]*** [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.]

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

[If GIB is elected the following will appear]
[Initial [Annual] Rollup Rate:

Your initial [Annual] Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Rollup Rate will be determined by the formula below.]

Your Initial Deferral Bonus Rollup Rate is [7.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Deferral Bonus Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –

The minimum [Annual] Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [Annual] Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum Deferral Bonus Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum Deferral Bonus Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

PART B -- This part describes certain provisions of your Contract.

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2011;
Annual Guaranteed Interest Rate	1.5% through December 31, 2011]
Lifetime Minimum Guaranteed Interest Rate	[1.5%]

Initial Contribution Received: [$100,000.00]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

- [Account for Special Money Market Dollar Cost Averaging*]
  *Your Contract Fee for this Account will never exceed the charge for the Investment Performance Account Investment Options shown in Part C.

Investment Performance Account Investment Options	**Amount Allocated**
[EQ/AllianceBernstein Small Cap Growth*	[$50,000]
EQ/Blackrock International Value	
EQ/International Core PLUS	
EQ/International Growth	
EQ/Mid Cap Index	
EQ/Mid Cap Value PLUS**	
EQ/Oppenheimer Global	
EQ/Small Company Index	
Multimanager International Equity	
Multimanager Mid Cap Growth	
Multimanager Mid Cap Value	
Multimanager Small Cap Growth	
Multimanager Small Cap Value	
EQ/Money Market]	[$0.00]

An asterisk (either *, **, or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Guaranteed Interest Option ("GIO") [$50,000]

[No more than [25%] of the total Annuity Account Value of the Investment Performance Account Investment Options [and theProtection with Investment Performance Account Investment Options] may be allocated to the GIO]

Total (Amount Allocated to Investment Performance Account Investment Options):[$100,000.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49]]

Protection with Investment Performance Account Investment Options: **[Amounts are allocated in compliance with the Allocation Limits described in the Endorsement Applicable to Protection with Investment Performance Account Investment Options.]**

•

[Category 1 AXA Strategic Allocation Investment Options]

	Amount Allocated
[AXA Balanced Strategy***	[$20,000]
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
AXA Moderate Growth Strategy]	

[Category 2 Fixed Income Variable Investment Options Investment Options]

	Amount Allocated
[EQ/Core Bond Index*	[$80,000]
EQ/Intermediate Gov't Bond Index]	

[Category 3 Equity Variable Investment Options]

	Amount Allocated
[ATM 400	
ATM 500	
ATM 2000	
ATM EIFA	
AXA Growth Strategy]	

An asterisk (either *, **, or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Total (Amount Allocated to Protection with Investment Performance Account Investment Options): [$100,000.00]

Total Amount Allocated to Account for Special [Money Market] Dollar Cost Averaging and Investment Performance Account Investment Options and Investment Options: [$200,000.00]

Your allocation of Account Value will be rebalanced [quarterly] in accordance with an applicable Rider or Endorsement.

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Initial Contribution minimum: [$25,000] Subsequent Contribution minimum: [$500] [Subsequent Contributions to the Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age [86] or if later, the first Contract Date Anniversary.] ***[If GIB or an optional GMDB is elected the following will appear]*** [Subsequent Contributions to the Protection with Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age [75] or if later, the [first] Contract Date Anniversary.]

[If GIB or an optional GMDB is elected the following will appear]
[Subsequent Contributions to the Protection with Investment Performance Account Investment Options are not permitted after the date the first Withdrawal is taken from the Protection with Investment Performance Account Value.

No additional Contributions or transfers may be made to the Protection with Investment Performance Account Investment Options on or after the Benefit Transaction Date (see Part II. E. of the GIB Rider). Transfers and Contributions to Protection with Investment Performance Account Investment Options may not exceed a total of [$1,500,000]. No Contributions may be made to any supplementary contract.

We may discontinue Contributions and/or transfers to the Protection with Investment Performance Account Investment Options upon advance written notice to you. The advance notice period is shown immediately below. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline. If we discontinue Contributions and transfers to the Protection with Investment Performance Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Investment Performance Account Investment Options corresponding to the Protection with Investment Performance Account Investment Options that were specified in your allocation instructions. If we are not offering such Investment Performance Account Investment Option as of the discontinuance date, we may substitute an Investment Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy. [If a specific Protection with Investment Performance Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection with Investment Performance Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

The advanced notice period for discontinuance or limitation of Contributions is [45] days.]

[For issue ages 0 to 80, the following text will appear]
[We may refuse to accept any Contribution if the sum of all Contributions under all ["Retirement Cornerstone"] Contract with the same Annuitant or Owner would then total more than [$1,500,000]. [If we accept any such Contribution under this Contract, your Investment Options may be limited to the Investment Performance Account Investment Options.] ***[For issue ages 81-85, the following sentence will replace the first sentence of this paragraph]*** [We may refuse to accept any Contribution if the sum of all Contributions under your Contract/Certificate would then total more than $500,000.]

[If the Guaranteed Income Benefit Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the "initial allocation year") to [150%] of the total amount of the Contributions and transfers to the Protection with Investment Performance Account Investment Options during such initial allocation year.]

[For all Contracts] We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [$2,500,000.]

Transfer Rules (see Section 4.02 of the Contract):

Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
d) reject transfer requests from a person acting on behalf of multiple contract/certificate owners unless pursuant to a trading authorization agreement that we have accepted,
e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

(a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
(b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
(c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following will appear if GIB or an optional GMDB has been elected.] [Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are permitted until the Owner attains age [75] or if later, the first Contract Date Anniversary. Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are not permitted after the date a Contribution is made to the Investment Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the Protection with Investment Performance Account Value. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Transfers and Contributions to the Protection with Investment Performance Account Investment Options may not exceed a total of $[1,500,000]].

[If the Guaranteed Income Benefit Rider or an optional GMDB Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the "initial allocation year") to [150%] of the total amount of the Contributions and transfers to the Protection with Investment Performance Account Investment Options during such initial allocation year.]

[The following will appear if GIB or an optional GMDB has been elected.] [Contributions to the Account for Special Money Market Dollar Cost Averaging scheduled to be transferred into the Protection with Investment Performance Account Investment Options over the duration of the program will increase your [GIB Benefit Base] [or any] [GMDB Benefit Base] as of the effective date you contribute to a Special Money Market Dollar Cost Averaging Program.]

Transfers of amounts from the Protection with Investment Performance Account Investment Options to the Investment Performance Account Investment Options are not permitted, except as described in the Termination Provision of the GIB and/or GMDB Riders (Section VI), that you have elected.

We may discontinue accepting transfer requests to the Protection with Investment Performance Account Investment Options at any time with advance written notice to you.

No additional transfers may be made to the Protection with Investment Performance Account Investment Options or the supplementary contract on or after the Benefit Transaction Date.

If we discontinue transfers to the Protection with Investment Performance Account Investment Options, any subsequent automated transfer will be allocated to the Performance Account Investment Option corresponding to the Protection with Investment Performance Account Investment Options in your allocation instructions. If we are not offering such Investment Performance Account Investment Option as of the discontinuance date, we may substitute a Investment Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific Protection with Investment Performance Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection with Investment Performance Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

[This text will apply when the Endorsement Applicable to Protection with Investment Performance Account Investment Options is issued with this Contract.] [Any transfer rules described in the Endorsement Applicable to Protection with Investment Performance Account Investment Options issued with this Contract will apply.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [$300].

Lump sum Withdrawals will be taken in accordance with your election of (a), (b), (c) or (d) as set forth below:

a) Withdrawals will be taken on a pro-rata basis from the Protection with Investment Performance Account Investment Options only,

b) Withdrawals will be taken on a pro-rata basis from designated Investment Performance Account Investment Options,

c) Withdrawals will be taken in specified amounts, from both the Protection with Investment Performance Account Investment Options (on a pro-rata basis from such Options) and any designated Investment Performance Account Investment Options, or

d) Withdrawals will be taken in accordance with the following order i) from the Investment Performance Account Investment Options on a pro-rata basis, then ii) from the Special Money Market Dollar Cost Averaging Account, then iii) from the Protection with Investment Performance Account Investment Options on a pro-rata basis.

Required Minimum Distributions and Withdrawal requests with no instructions will be taken in accordance with item d) above. We must receive your election before processing your Withdrawal request.

[The following language is applicable to Traditional IRA Contracts]
Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [$250]. See Endorsement Applicable to [Market Segment].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract/Certificate). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [$500], we will so advise you and have the right to pay you such Value. In that case, this Contract/Certificate will be terminated.

This Contract/Certificate (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

[The following text will appear if the Contract Owner elects GIB]

The preceding three paragraphs do not apply while you have Protection with Investment Performance Account Value under your GIB Rider.

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]
[Annuity Benefit Forms - (Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] ***[For annuity commencement date ages 80 and greater the "period certain" is as follows]***

Annuitization Age	Length of Period Certain
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]
[Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.]

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract):
[$2,000, as well as minimum of $20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.01of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [$30]. Thereafter, the maximum charge is [$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

[The following text will appear if the Investment Performance Account Investment Options are elected.]
[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis.]

[If Protection with Investment Performance Account Investment Options are elected, the following will replace the above sentence.]
[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Money Market Dollar Cost Averaging, if applicable, any remaining portion o f the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Protection with Investment Performance Account Investment Options.]

Transfer Charges (see Section 8.02 of the Contract):

Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of $35 for each transaction.]

Contract Fee (see Section 8.04 of the Contract): **Annual Rate of [1.70%]** (equivalent to a daily rate of [.000686%]).

The Contract Fee includes the following charges:

[Operations Fee:	Annual rate of 1.10%
Administration Fee:	Annual rate of 0.25%
Distribution Fee:	Annual rate of 0.35%
Variable Investment Option Facilitation Charge:	Annual rate up to [0.45]%]

The Variable Investment Option ("VIO") Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Income Benefit (GIB) Rider**. Please read the Rider for the complete provisions shown below.

Your GIB Rider is effective as of the Contract Date.

1. The GIB Rider's Income Benefit (Section I, second paragraph)

   Your lifetime "GIB Annual Payment Amount," as described in Section II. E. under the GIB Rider begins at the earliest of 1) the Contract Date Anniversary following the date your Protection with Investment Performance Account Value falls to zero, except as a result of an Excess Withdrawal, or 2) the Contract Date Anniversary following your [95th] birthday, or 3) the Contract Maturity Date. Prior to the commencement of lifetime annual GIB Payments, after your [first] Contract Date Anniversary, withdrawals each Contract Year from the Protection with Investment Performance Account Value that do not exceed your "GIB Annual Withdrawal Amount" as described in Section II. E., will not reduce your beginning of Contract Year GIB Benefit Base. Protection with Investment Performance Account Value, GIB Annual Withdrawal Amount, Benefit Base, and the Effect of Withdrawals on your GIB Benefit Base are described in Section II of the GIB Rider.

2. Your GIB Annual Withdrawal Amount (Section II. B.)

   The "GIB Annual Withdrawal Amount" for each Contract Year is equal to (i) the GIB Benefit Base at the beginning of the Contract Year [minus any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the [four] prior Contract Years,] multiplied by (ii) the Annual Rollup Rate in effect for the first day of the Contract Year. There is no GIB Annual Withdrawal Amount before the [first] Contract Date Anniversary, or if later, in the Contract Year that the Protection with Investment Performance Account Value is first created. "GIB Benefit Base" and "Annual Rollup Rate" are defined in your GIB Rider.

3. Automatic Payment Plan (Section II. C)

   "Automatic Payment Plan" means a plan for periodic withdrawals up to the GIB Annual Withdrawal Amount each Contract Year beginning at any time after the [first] Contract Date Anniversary.

4. Adjustment of the Benefit Base for Withdrawals; Excess Withdrawals (Section II. D.)

   Except as provided in the next two paragraphs, a withdrawal from the Protection with Investment Performance Account Value reduces the GIB Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your GIB Annual Withdrawal Amount by your Annuity Account Value in the Protection with Investment Performance Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

   Beginning [in the second Contract Year], withdrawals from the Protection with Investment Performance Account Value during a Contract Year do not reduce the GIB Benefit Base to the extent that the total of such withdrawals does not exceed the GIB Annual Withdrawal Amount for that Contract Year. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GIB Benefit Base on the Contract Date Anniversary on a dollar for dollar basis, as described above.

   In any Contract Year, a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service ("RMD Withdrawal") from the Protection with Investment Performance Account

Value in excess of the GIB Annual Withdrawal Amount that is needed to meet a Required Minimum Distribution as described in "*Lifetime Required Minimum Distributions"* in Section III of this Rider reduces the GIB Benefit Base dollar for dollar.

"Excess Withdrawal" means the amount of any withdrawal or portion of any withdrawal taken from the Protection with Investment Performance Account Value in a Contract Year that together with all other withdrawals exceeds the GIB Annual Withdrawal Amount for that Contract Year. All withdrawals [made prior to the second Contract Year] are "Excess Withdrawals." [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in your Rider.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* "Future benefits" means Annual Withdrawal Amount withdrawals and Lifetime GIB Payments. You may contact your financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

5. Automatic Reset of the GIB Benefit Base (Section II. D.)

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your GIB Benefit Base will reset automatically to equal the Protection with Investment Performance Account Value on that Contract Date Anniversary, if the Protection with Investment Performance Account Value is greater than the GIB Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset GIB Benefit Base. Resets do not occur after the Contract Date Anniversary following your [95th] birthday, or your Maturity Date, if earlier.

6. GIB Payment Amount (Section II. E.)

The "Lifetime GIB Payment Amount" is based upon your GIB Benefit Base on the Benefit Transaction Date. We determine the GIB Benefit Base on the Benefit Transaction Date as though the Benefit Transaction Date is the Contract Date Anniversary. The Lifetime GIB Payment Amount is equal to the Benefit Base multiplied by the applicable GIB Payment Factor shown in the Table below. Payments will be made on a single life basis unless you elect payments on a joint life basis, with your spouse as the joint life payee. Joint life payments are based on the younger spouse's age. You must notify us of this election within [30 days] following the Benefit Transaction Date.

GIB Payment Table

Age on Benefit Transaction Date	GIB Payment Factor Applied to GIB Benefit Base	
	Single Life	Joint Life
Up to Age [85	[4%	3.25%
Ages 86 – 94	5%	4.00
Age 95]	6%	4.50]

7. The Cost of this Rider (Section V)

The current charge for this benefit is [0.95%] of the GIB Benefit Base on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity

Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Protection Account Investment Options on a pro rata basis.]

[Terms and Conditions Applicable to your **Guaranteed Minimum Death Benefit (GMDB) Rider**. Please read the Rider for the complete provisions shown below.

Your GMDB Rider is effective as of the Contract Date.

1. The "Greater of" Death Benefit Rider's Death Benefit (Section I, fourth paragraph)

   The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] Benefit Base. The Protection with Investment Performance Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of this Rider and how this Rider may terminate are described in the Rider

   Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.
   .

2. GMDB Benefit Base (Section II, B)

   Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base ("Rollup Benefit Base") and the Highest Anniversary Value to Age [85] Benefit Base ("Highest Anniversary Value Benefit Base"). Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and Highest Anniversary Value Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the Protection with Investment Performance Account Investment Options. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection with Investment Performance Account Investment Options, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and Highest Anniversary Value Benefit Base is more fully described in your Rider.

3. Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount (Section II. B.)

   Your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

   (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year; plus
   (ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year; minus
   (iii) any adjustments for Excess Withdrawals (defined below) from the Protection with Investment Performance Account Value during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus
   (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection with Investment Performance Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amount withdrawals from the Protection with Investment Performance Account Value] during the Contract Year; plus
   (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GIB Annual Withdrawal Amount as described in the GIB Rider.

"Excess Withdrawal" means any withdrawal or portion of a withdrawal taken from the Protection with Investment Performance Account Value during a Contract Year that, together with all other amounts withdrawn from the Protection with Investment Performance Account Value during that year, causes the total of such withdrawals to exceed the GIB Annual Withdrawal Amount. *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).*

Annual Adjustment of the GMDB Rollup Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract from the Protection Account, instead of the adjustment described above, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

(i) the GMDB Rollup Benefit Base at the beginning of the Contract Year, plus
(ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year, plus
(iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract from the Protection Account, no Deferral Bonus Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMDB Rollup Benefit Base will be done according to the provision above entitled "Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount."

4. Automatic Reset of the Rollup Benefit Base

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your Rollup Benefit Base will reset automatically to equal the Protection with Investment Performance Account Value on that Contract Date Anniversary, if the Protection with Investment Performance Account Value is greater than the Rollup Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset Rollup Benefit Base. Resets do not occur after the Contract Date Anniversary following your [85th] birthday, or your Maturity Date, if earlier.

5. The Cost of This Rider (Part IV)

The current charge for this Rider is [0.95%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the Highest Anniversary Value Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.10%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Protection with Investment Performance Account Value on a pro-rata basis.]

[Terms and Conditions Applicable to your **Guaranteed Minimum Death Benefit (GMDB) Rider**. Please read the Rider for the complete provisions shown below.

Your GMDB Rider is effective as of the Contract Date.

1. The "Highest Anniversary Value to Age [85]" Death Benefit Rider's Death Benefit (Section I, fourth paragraph)

   The GMDB under the Contract will be the Highest Anniversary Value to Age [85] Benefit Base. The Rider describes the operation of the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

   Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

2. Your GMDB Benefit Base is the Highest Anniversary Value to Age [85] Benefit Base ("Highest Anniversary Value Benefit Base"). Your initial Highest Anniversary Value Benefit Base is equal to your initial Contribution or transfer to the Protection with Investment Performance Account Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your Highest Anniversary Value Benefit Base is described below.

   On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Protection with Investment Performance Account Value is greater than the current Highest Anniversary Value Benefit Base, the Highest Anniversary Value Benefit Base is reset to equal the Protection with Investment Performance Account Value.

3. The Cost of This Rider (Section V)

   The charge for this benefit is [0.25%] of the Highest Anniversary Value Benefit Base. This charge is based on the Highest Anniversary Value Benefit Base on your Contract Date Anniversary.

   We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

   The above charge will be deducted from the Protection with Investment Performance Account Value on a pro-rata basis.

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[Joint Owner:] **[JANE DOE]** Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Qualified Plan Contracts]

[Employer;] [ABC Company]

[Plan:] [ABC Company Plan]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsements Attached:

[Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)]

[Endorsement Applicable to Extra Credit Product]

[Endorsement Applicable to Credits Applied to Annuity Account Value]

[Market Segment Endorsements]

[Endorsement Applicable to Non-Qualified Contracts

Endorsement Applicable to Defined Contribution Qualified Plan Contracts

Endorsement Applicable to Defined Benefit Qualified Plan Contracts

Endorsement Applicable to Traditional IRA Contracts

Endorsement Applicable to Roth IRA Contracts

Endorsement Applicable to Custodial [Roth] IRA Contracts

Charitable Remainder Trust Endorsement]

[Investment Options Endorsements]

[Endorsement Applicable to Special Money Market Dollar Cost Averaging

Endorsement Applicable to Protection with Investment Performance Account Investment Options]

[**Optional Riders Attached:**

Guaranteed Income Benefit Rider

Guaranteed Minimum Death Benefit Rider – Greater of Death Benefit

Guaranteed Minimum Death Benefit Rider –Highest Anniversary Value

Guaranteed Minimum Death Benefit Rider – Return of Principal]

Issue Date:	[January 1, 2011]
Contract Date:	[January 1, 2011]
[Maturity Date :	[January 1, 2046]

The Maturity Date may not be prior to [five years from the Contract Date] nor later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth. ***[For NQ Contracts with Joint Annuitants]*** [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.

[If the GIB Rider is issued, the following will appear]
[Initial [Annual] Rollup Rate:

Your initial [Annual] Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Rollup Rate will be determined by the formula below.]

Your Initial Deferral Bonus Rollup Rate is [7.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Deferral Bonus Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –

The minimum [Annual] Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [Annual] Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum Deferral Bonus Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum Deferral Bonus Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

PART B -- This part describes certain provisions of your Contract.

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2011;
Annual Guaranteed Interest Rate	1.5% through December 31, 2011]
Lifetime Minimum Guaranteed Interest Rate	[1.5%]

Initial Contribution Received: [$100,000.00]

[Applicable only if indicated by Owner]

[Expected First [12 Month] Contribution: [$ 1,000,000.00]]

Credit Amount – of Initial Contribution: [$ 5,000.00/ N/A*]

(see *Endorsement Applicable to Credits Applied to Annuity Account Value*)

*[Credits are not applied to Contributions that result from a Roth IRA conversion from an [Retirement Cornerstone] Extra Credit Traditional IRA Contract]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

- Account for Special Money Market Dollar Cost Averaging*

  *Your Contract Fee for this Account will never exceed the charge for the Investment Performance Account Investment Options shown in Part C.

Investment Performance Account Investment Options	**Amount Allocated**
[EQ/AllianceBernstein Small Cap Growth*	[$52,500]
EQ/Blackrock International Value	
EQ/International Core PLUS	
EQ/International Growth	
EQ/Mid Cap Index	
EQ/Mid Cap Value PLUS**	
EQ/Oppenheimer Global	
EQ/Small Company Index	
Multimanager International Equity	
Multimanager Mid Cap Growth	
Multimanager Mid Cap Value	
Multimanager Small Cap Growth	
Multimanager Small Cap Value	
EQ/Money Market]	[$0.00]

An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Guaranteed Interest Option ("GIO") [$52,500]

[No more than [25%] of the total Annuity Account Value of the Investment Performance Account Investment Options [and the Protection with Investment Performance Account Investment Options] may be allocated to the GIO]

Total (Amount Allocated to Investment Performance Account Investment Options): [$105,000.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49]]

Protection with Investment Performance Account Investment Options: [Amounts are allocated in compliance with the Allocation Limits described in the Endorsement Applicable to Protection with Investment Performance Account Investment Options.]

•

[Category 1 AXA Strategic Allocation Variable Investment Options]

	Amount Allocated
[AXA Balanced Strategy***	[$52,500]
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
AXA Moderate Growth Strategy]	

[Category 2 Fixed Income Variable Investment Options]

	Amount Allocated
[EQ/Core Bond Index*	[$52,500]
EQ/Intermediate Gov't Bond Index]	

[Category 3 Equity Variable Investment Options]

	Amount Allocated
[ATM 400	
ATM 500	
ATM 2000	
ATM EIFA	
AXA Growth Strategy]	

An asterisk (either *, **, or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Total (Amount Allocated to Protection with Investment Performance Account Investment Options): [$105,000.00]

Total Amount Allocated to Account for Special Dollar Cost Averaging and Investment Performance Account Investment Options and Protection with Investment Performance Account Investment Options: [$210,000.00]

Your allocation of Account Value will be rebalanced [quarterly] in accordance with an applicable Rider or Endorsement.

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Initial Contribution minimum: [$10,000] Subsequent Contribution minimum: [$500] Subsequent Contributions to the Investment Options can be made until the older of the original Annuitant and Owner attain age [71] or if later, the first Contract Date Anniversary.

[If GIB or an optional GMDB is elected the following will appear]
[Subsequent Contributions to the Protection with Investment Performance Account Investment Options are not permitted after the date the first Withdrawal is taken from the Protection with Investment Performance Account Value.

No additional Contributions or transfers may be made to the Protection with Investment Performance Account Investment Options on or after the Benefit Transaction Date (see Part II. E. of the GIB Rider). Transfers and Contributions to Protection with Investment Performance Account Investment Options may not exceed a total of [$1,500,000]. No Contributions may be made to any supplementary contract.

We may discontinue Contributions and/or transfers to the Protection with Investment Performance Account Investment Options upon advance written notice to you. The advance notice period is shown immediately below. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline. If we discontinue Contributions and transfers to the Protection with Investment Performance Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Investment Performance Account Investment Options corresponding to the Protection with Investment Performance Account Investment Options that were specified in your allocation instructions. If we are not offering such Investment Performance Account Investment Option as of the discontinuance date, we may substitute an Investment Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy. [If a specific Protection with Investment Performance Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection with Investment Performance Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

The advanced notice period for discontinuance or limitation of Contributions is [45] days.]

[For issue ages 0 to 80, the following text will appear]
[We may refuse to accept any Contribution if the sum of all Contributions under all [“Retirement Cornerstone”] Contract with the same Annuitant or Owner would then total more than [$1,500,000]. [If we accept any such Contribution under this Contract, your Investment Options may be limited to the Investment Performance Account Investment Options.]

[If the Guaranteed Income Benefit Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the “initial allocation year”) to [150%] of the total amount of the Contributions and transfers to the Protection with Investment Performance Account Investment Options during such initial allocation year.]

[For all Contracts] We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [$2,500,000.]

Transfer Rules (see Section 4.02 of the Contract):

Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
d) reject transfer requests from a person acting on behalf of multiple contract owners unless pursuant to a trading authorization agreement that we have accepted,
e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

(a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
(b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
(c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following will appear if GIB or an optional GMDB has been elected.] [Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are permitted until the Owner attains age [75] or if later, the first Contract Date Anniversary. Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are not permitted after the date a Contribution is made to the Investment Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the Protection with Investment Performance Account Value. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Transfers and Contributions to the Protection with Investment Performance Account Investment Options may not exceed a total of $[1,500,000]].

[If the Guaranteed Income Benefit Rider or an optional GMDB Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the "initial allocation year") to [150%] of the total amount of the Contributions and transfers to the Protection with Investment Performance Account Investment Options during such initial allocation year.]

[The following will appear if GIB or an optional GMDB has been elected.] [Contributions to the Account for Special Dollar Cost Averaging scheduled to be transferred into the Protection with Investment Performance Account Investment Options over the duration of the program will increase your [GIB Benefit Base] [or any] [GMDB Benefit Base] as of the effective date you contribute to a Special Dollar Cost Averaging Program.]

Transfers of amounts from the Protection with Investment Performance Account Investment Options to the Investment Performance Account Investment Options are not permitted, except as described in the Termination Provision of the GIB and/or GMDB Riders (Section VI), that you have elected.

We may discontinue accepting transfer requests to the Protection with Investment Performance Account Investment Options at any time with advance written notice to you.

No additional transfers may be made to the Protection with Investment Performance Account Investment Options or the supplementary contract on or after the Benefit Transaction Date.

If we discontinue transfers to the Protection with Investment Performance Account Investment Options, any subsequent automated transfer will be allocated to the Performance Account Investment Option corresponding to the Protection with Investment Performance Account Investment Options in your allocation instructions. If we are not offering such Performance Account Investment Option as of the discontinuance date, we may substitute a Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific Protection with Investment Performance Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection with Investment Performance Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

[This text will apply when the Endorsement Applicable to Protection with Investment Performance Account Investment Options is issued with this Contract.] [Any transfer rules described in the Endorsement Applicable to Protection with Investment Performance Account Investment Options issued with this Contract will apply.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [$300]. ***[Applicable to QP-DB and QP-DC market segments only:]*** [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Lump sum Withdrawals will be taken in accordance with your election of (a), (b), (c) or (d) as set forth below:

a) Withdrawals will be taken on a pro-rata basis from the Protection with Investment Performance Account Investment Options only,

b) Withdrawals will be taken on a pro-rata basis from designated Investment Performance Account Investment Options,

c) Withdrawals will be taken in specified amounts, from both the Protection with Investment Performance Account Investment Options (on a pro-rata basis from such Options) and any designated Investment Performance Account Investment Options, or

d) Withdrawals will be taken in accordance with the following order i) from the Investment Performance Account Investment Options on a pro-rata basis, then ii) from the Special Dollar Cost Averaging Account, then iii) from the Protection with Investment Performance Account Investment Options on a pro-rata basis.

Required Minimum Distributions and Withdrawal requests with no instructions will be taken in accordance with item d) above. We must receive your election before processing your Withdrawal request.

[The following language is applicable to Traditional IRA and QP-DC and QP-DB Contracts]
Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [$250]. See Endorsement Applicable to [Market Segment].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will be terminated.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

[The following text will appear if the Contract Owner elects GIB]

The preceding three paragraphs do not apply while you have Protection with Investment Performance Account Value under your GIB Rider.

(Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

Life Annuity 10 Year Period Certain ***For annuity commencement date ages 80 and greater the "period certain" is as follows:***

Annuitization Age	Length of Period Certain
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.]

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):
[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract):
[$2,000, as well as minimum of $20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

Contract Year	Percentage of Contributions
1	8.00%
2	8.00%
3	7.00%
4	6.00%
5	5.00%
6	4.00%
7	3.00%
8	2.00%
9	1.00%
10 and later	0.00%

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with ''Contract Year 1'' with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is ''Contract Year 1.''

[If you have not elected an optional benefit Rider, the following will appear]
[Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.]

[If GIB or an optional GMDB benefit Rider is elected, the following will appear]

[Withdrawal Charges will be deducted from the Protection with Investment Performance Account Value and the Investment Performance Account Value in proportion to the amount subject to Withdrawal Charges after recognizing the respective Free Withdrawal Amounts described below. Withdrawal Charges are deducted from the Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options from which each withdrawal is made in proportion to the amount subject to Withdrawal Charge being withdrawn from each Investment Option.]

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

[If GIB or an optional GMDB benefit is elected] [When the amount of a withdrawal is applied in any optional benefit rider under the Contract, the amount will include any applicable Withdrawal Charge.]

Free Withdrawal Amount (see Section 8.01):

[The following text will appear for Owners age 76 and older]

[[10%] of the Annuity Account Value in the Investment Performance Account Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Investment Performance Account Investment Options during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.]

[If an optional GMDB benefit without a GIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Investment Performance Account Value and the Protection with Investment Performance Account Value as those terms are defined in your Guaranteed Minimum Death Benefit (GMDB) Rider.

[10%] of the Annuity Account Value in the Investment Performance Account Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Investment Performance Account Investment Options during the Contract Year, and

[10%] of the Annuity Account Value in the Protection with Investment Performance Account Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Protection with Investment Performance Account Investment Options during the Contract Year.

In the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

If the first amount allocated to a Protection with Investment Performance Account Investment Option is a Contribution made after the Issue Date, there is no Free Withdrawal Amount for the Protection with Investment Performance Account Value in the Contract Year of such Contribution. If the first amount allocated to a Protection with Investment Performance Account Investment Option is a transfer, there will be no Free Withdrawal Amount for the Protection with Investment Performance Account Value in the Contract Year of the transfer and the Free Withdrawal Amount for the Investment Performance Account Value will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the Protection with Investment Performance Account Value will not be included in the Free Withdrawal Amount until the following Contract Year.

When a Withdrawal is taken from both the Investment Performance Account Value and the Protection with Investment Performance Account Value, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

[If GIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Investment Performance Account Value and the Protection with Investment Performance Account Value as those terms are defined in your Guaranteed Income Benefit (GIB) Rider.

With respect to the Investment Performance Account Value, the Free Withdrawal Amount is [10%] of the Annuity Account Value in the Investment Performance Account Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Investment Performance Account Investment Options during the Contract Year.

With respect to the Protection with Investment Performance Account Value, the Free Withdrawal Amount is the GIB Benefit Base on the Contract Date Anniversary multiplied by the [Annual] Rollup Rate in effect on the first day of the Contract Year minus any amount previously withdrawn from the Protection with Investment Performance Account Value during the Contract Year. If the first amount allocated to a Protection with Investment Performance Account Investment Option is a Contribution made after the Issue Date, there is no Free Withdrawal Amount for the Protection with Investment Performance Account Value in the Contract Year of such Contribution. If the first amount allocated to a Protection with Investment Performance Account Investment Option is a transfer, there will be no Free Withdrawal Amount for the Protection with Investment Performance Account Value in the Contract Year of the transfer and the Free Withdrawal Amount for the Investment Performance Account Value will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the Protection with Investment Performance Account Value will not be included in the Free Withdrawal Amount until the following Contract Year.

Subject to the preceding paragraphs, in the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

When a Withdrawal is taken from both the Investment Performance Account Value and the Protection with Investment Performance Account Value, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [$30]. Thereafter, the maximum charge is [$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

[The following text will appear if the Investment Performance Account Investment Options are elected.]
[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis.]

[If Protection with Investment Performance Account Investment Options are elected, the following will replace the above sentence.]
[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Dollar Cost Averaging, if applicable, any remaining portion o f the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Protection with Investment Performance Account Investment Options.]

Transfer Charges (see Section 8.03 of the Contract):

Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of $35 for each transaction.]

Contract Fee (see Section 8.04 of the Contract): **Annual Rate of [1.55%]** (equivalent to a daily rate of [.003724%])], plus any applicable VIO Facilitation Charge up to a annual rate equal to [0.45%] (equivalent to a daily rate of [.001236%]).

The Contract Fee includes the following charges:

[Operations Fee:	Annual rate of 0.95%
Administration Fee:	Annual rate of 0.35%
Distribution Fee:	Annual rate of 0.25%

Variable Investment Option Facilitation Charge: Annual rate up to [0.45]%]

The Variable Investment Option ("VIO") Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

For Waivers 3, 4 and 5 specified below there is a twelve month ineligibility period (the period during which you are ineligible to receive the waiver benefit) beginning on the Contract Date of this Contract and ending on the first Contract Date Anniversary. Once the ineligibility period has expired, the Owner may submit a claim for any such waiver. The claim must be submitted on our Withdrawal Charge waiver form before any waiver benefit is provided.

In accordance with Section 8.01 of the Contract, we reserve the right to reduce or waive the Withdrawal Charge. No Withdrawal Charge will apply in these events:

1. the Owner dies and the Death Benefit is payable;

2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or

3. the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi) and provide documentation satisfactory to us that the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi). Such proof must include, but is not limited to, written certification from a U.S. licensed physician. "Physician" means a person, defined in Section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing only those services within the scope of his or her license;

   (i) "Bathing" means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
   (ii) "Continence" means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
   (iii) "Dressing" means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
   (iv) "Eating" means feeding oneself by food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
   (v) "Toileting" means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
   (vi) "Transferring" means moving into or out of a bed, chair or wheelchair.

4. we receive proof satisfactory to us that the Owner 's life expectancy is six months or less (such proof must include, but is not limited to, certification by a licensed physician); or

5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:

- its main function is to provide skilled, intermediate or custodial nursing care;
- it provides continuous room and board to three or more persons;
- it is supervised by a registered nurse or practical nurse;

- it keeps daily medical records of each patient;
- it controls and records all medications dispensed; and
- its primary service is other than to provide housing for residents.

[Item 6 below will apply only to Contract Owners in the NQ and IRA (not applicable to Inherited IRA) market segments]

6. [for IRA and NQ Contracts, the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner's death.]

[Item 7 below will apply only to Contract Owners in the market segments under which the Beneficiary Continuation Option is available]

7. [a Death Benefit is payable and the Beneficiary Continuation Option is elected.]

[Item 8 below will apply only to Contract Owners in the IRA (not applicable to Inherited IRA) and QP market segments]

8. ***[For the QP market segment] [***a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service. However, in each Contract Year, the amount of the Required Minimum Distribution withdrawal is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.] ***[Item 8 above for IRA Contracts (not applicable to Inherited IRA) only the following language will replace the immediately preceding sentence] [***a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service or withdrawals made under our Substantially Equal Withdrawal Program. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.]

[Item 9 applies to Traditional IRA Contracts]

9. [amounts under this Contract that are directly transferred to a [Retirement Cornerstone] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.]

[Item 10 applies to Contracts with a GIB Rider]

10. [withdrawals from Contracts with a GIB Rider, which do not exceed the GIB Annual Withdrawal Amount in a Contract Year.]

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Income Benefit (GIB) Rider**. Please read the Rider for the complete provisions shown below.

Your GIB Rider is effective as of the Contract Date.

1. The GIB Rider's Income Benefit (Section I, second paragraph)

   Your lifetime "GIB Annual Payment Amount," as described in Section II. E. under the GIB Rider begins at the earliest of 1) the Contract Date Anniversary following the date your Protection with Investment Performance Account Value falls to zero, except as a result of an Excess Withdrawal, or 2) the Contract Date Anniversary following your [95th] birthday, or 3) the Contract Maturity Date. Prior to the commencement of lifetime annual GIB Payments, after your [first] Contract Date Anniversary, withdrawals each Contract Year from the Protection with Investment Performance Account Value that do not exceed your "GIB Annual Withdrawal Amount" as described in Section II. E., will not reduce your beginning of Contract Year GIB Benefit Base. Protection with Investment Performance Account Value, GIB Annual Withdrawal Amount, Benefit Base, and the Effect of Withdrawals on your GIB Benefit Base are described in Section II of the GIB Rider.

2. Your GIB Annual Withdrawal Amount (Section II. B.)

   The "GIB Annual Withdrawal Amount" for each Contract Year is equal to (i) the GIB Benefit Base at the beginning of the Contract Year [minus any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the [four] prior Contract Years,] multiplied by (ii) the Annual Rollup Rate in effect for the first day of the Contract Year. There is no GIB Annual Withdrawal Amount before the [first] Contract Date Anniversary, or if later, in the Contract Year that the Protection with Investment Performance Account Value is first created. "GIB Benefit Base" and "Annual Rollup Rate" are defined in your GIB Rider.

3. Automatic Payment Plan (Section II. C)

   "Automatic Payment Plan" means a plan for periodic withdrawals up to the GIB Annual Withdrawal Amount each Contract Year beginning at any time after the [first] Contract Date Anniversary.

4. Adjustment of the Benefit Base for Withdrawals; Excess Withdrawals (Section II. D.)

   Except as provided in the next two paragraphs, a withdrawal from the Protection with Investment Performance Account Value reduces the GIB Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your GIB Annual Withdrawal Amount by your Annuity Account Value in the Protection with Investment Performance Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

   Beginning [in the second Contract Year], withdrawals from the Protection with Investment Performance Account Value during a Contract Year do not reduce the GIB Benefit Base to the extent that the total of such withdrawals does not exceed the GIB Annual Withdrawal Amount for that Contract Year. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GIB Benefit Base on the Contract Date Anniversary on a dollar for dollar basis, as described above.

In any Contract Year, a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service ("RMD Withdrawal") from the Protection with Investment Performance Account Value in excess of the GIB Annual Withdrawal Amount that is needed to meet a Required Minimum Distribution as described in "*Lifetime Required Minimum Distributions"* in Section III of this Rider reduces the GIB Benefit Base dollar for dollar.

"Excess Withdrawal" means the amount of any withdrawal or portion of any withdrawal taken from the Protection with Investment Performance Account Value in a Contract Year that together with all other withdrawals exceeds the GIB Annual Withdrawal Amount for that Contract Year. All withdrawals [made prior to the second Contract Year] are "Excess Withdrawals." [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in your Rider.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* "Future benefits" means Annual Withdrawal Amount withdrawals and Lifetime GIB Payments. You may contact your financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

5. Automatic Reset of the GIB Benefit Base (Section II. D.)

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your GIB Benefit Base will reset automatically to equal the Protection with Investment Performance Account Value on that Contract Date Anniversary, if the Protection with Investment Performance Account Value is greater than the GIB Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset GIB Benefit Base. Resets do not occur after the Contract Date Anniversary following your [95th] birthday, or your Maturity Date, if earlier.

6. GIB Payment Amount (Section II. E.)

The "Lifetime GIB Payment Amount" is based upon your GIB Benefit Base on the Benefit Transaction Date. We determine the GIB Benefit Base on the Benefit Transaction Date as though the Benefit Transaction Date is the Contract Date Anniversary. The Lifetime GIB Payment Amount is equal to the Benefit Base multiplied by the applicable GIB Payment Factor shown in the Table below. Payments will be made on a single life basis unless you elect payments on a joint life basis, with your spouse as the joint life payee. Joint life payments are based on the younger spouse's age. You must notify us of this election within [30 days] following the Benefit Transaction Date.

GIB Payment Table

Age on Benefit Transaction Date	GIB Payment Factor Applied to GIB Benefit Base	
	Single Life	Joint Life
Up to Age [85	[4%	3.25%
Ages 86 – 94	5%	4.00
Age 95]	6%	4.50]

7. The Cost of this Rider (Section V)

The current charge for this benefit is [0.95%] of the GIB Benefit Base on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge for the portion of any Contract Year in which this Rider is terminated pursuant to

Section VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Protection Account Investment Options on a pro rata basis.]

[Terms and Conditions Applicable to your **Guaranteed Minimum Death Benefit (GMDB) Rider**. Please read the Rider for the complete provisions shown below.

Your GMDB Rider is effective as of the Contract Date.

1. The "Greater of" Death Benefit Rider's Death Benefit (Section I, fourth paragraph)

   The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] Benefit Base. The Protection with Investment Performance Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of this Rider and how this Rider may terminate are described in the Rider

   Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.
   .

2. GMDB Benefit Base (Section II, B)

   Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base ("Rollup Benefit Base") and the Highest Anniversary Value to Age [85] Benefit Base ("Highest Anniversary Value Benefit Base"). Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and Highest Anniversary Value Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the Protection with Investment Performance Account Investment Options. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection with Investment Performance Account Investment Options, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and Highest Anniversary Value Benefit Base is more fully described in your Rider.

3. Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount (Section II. B.)

   Your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

   (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year; plus
   (ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year; minus
   (iii) any adjustments for Excess Withdrawals (defined below) from the Protection with Investment Performance Account Value during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus
   (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection with Investment Performance Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amount withdrawals from the Protection with Investment Performance Account Value] during the Contract Year; plus
   (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GIB Annual Withdrawal Amount as described in the GIB Rider.

"Excess Withdrawal" means any withdrawal or portion of a withdrawal taken from the Protection with Investment Performance Account Value during a Contract Year that, together with all other amounts withdrawn from the Protection with Investment Performance Account Value during that year, causes the total of such withdrawals to exceed the GIB Annual Withdrawal Amount. *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).*

Annual Adjustment of the GMDB Rollup Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract from the Protection Account, instead of the adjustment described above, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

(i) the GMDB Rollup Benefit Base at the beginning of the Contract Year, plus
(ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year, plus
(iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract from the Protection Account, no Deferral Bonus Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMDB Rollup Benefit Base will be done according to the provision above entitled "Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount."

4. Automatic Reset of the Rollup Benefit Base

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your Rollup Benefit Base will reset automatically to equal the Protection with Investment Performance Account Value on that Contract Date Anniversary, if the Protection with Investment Performance Account Value is greater than the Rollup Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset Rollup Benefit Base. Resets do not occur after the Contract Date Anniversary following your [85th] birthday, or your Maturity Date, if earlier.

5. The Cost of This Rider (Part IV)

The current charge for this Rider is [0.95%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the Highest Anniversary Value Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.10%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Protection with Investment Performance Account Value on a pro-rata basis.]

[Terms and Conditions Applicable to your **Guaranteed Minimum Death Benefit (GMDB) Rider**. Please read the Rider for the complete provisions shown below.

Your GMDB Rider is effective as of the Contract Date.

1. The "Highest Anniversary Value to Age [85]" Death Benefit Rider's Death Benefit (Section I, fourth paragraph)

   The GMDB under the Contract will be the Highest Anniversary Value to Age [85] Benefit Base. The Rider describes the operation of the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

   Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

2. Your GMDB Benefit Base is the Highest Anniversary Value to Age [85] Benefit Base ("Highest Anniversary Value Benefit Base"). Your initial Highest Anniversary Value Benefit Base is equal to your initial Contribution or transfer to the Protection with Investment Performance Account Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your Highest Anniversary Value Benefit Base is described below.

   On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Protection with Investment Performance Account Value is greater than the current Highest Anniversary Value Benefit Base, the Highest Anniversary Value Benefit Base is reset to equal the Protection with Investment Performance Account Value.

3. The Cost of This Rider (Section V)

   The charge for this benefit is [0.25%] of the Highest Anniversary Value Benefit Base. This charge is based on the Highest Anniversary Value Benefit Base on your Contract Date Anniversary.

   We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

   The above charge will be deducted from the Protection with Investment Performance Account Value on a pro-rata basis.

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]
[Available only under NQ Contracts]
[Joint Owner:] **[JANE DOE]** Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]
[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]

Owner: [***JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]***
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[***If the Owner is the sole spousal beneficiary under the deceased owner's [Roth] IRA then the following designation will appear after the Owner's name:]***
["Special Surviving Spouse"]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]
Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts]

Owner: [***JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]***
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]
Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

[Applicable to Qualified Plan Contracts]
[Employer;] [ABC Company]
[Plan:] [ABC Company Plan]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsements Attached:
[Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)]

[Market Segment Endorsements]
[Endorsement Applicable to Non-Qualified Contracts
Endorsement Applicable to Defined Contribution Qualified Plan Contracts
Endorsement Applicable to Defined Benefit Qualified Plan Contracts
Endorsement Applicable to Traditional IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Endorsement Applicable to Custodial [Roth] IRA Contracts
Inherited Traditional IRA Beneficiary Continuation Option ("BCO") Endorsement
Inherited Roth IRA Beneficiary Continuation Option ("BCO") Endorsement
Charitable Remainder Trust Endorsement]

[Investment Options Endorsements]
[Endorsement Applicable to Special Dollar Cost Averaging
Endorsement Applicable to Protection with Investment Performance Account Investment Options]

[**Optional Riders Attached:**
Guaranteed Income Benefit Rider
Guaranteed Minimum Death Benefit Rider – Greater of Death Benefit
Guaranteed Minimum Death Benefit Rider –Highest Anniversary Value
Guaranteed Minimum Death Benefit Rider – Return of Principal]

Issue Date:	[January 1, 2011]
Contract Date:	[January 1, 2011]
[Maturity Date :	[January 1, 2046]

The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's[95th] birthday. (see Section 7.02 of the Contract) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth. ***[For NQ Contracts with Joint Annuitants]*** [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.]

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

[If GIB is elected the following will appear]
[Initial [Annual] Rollup Rate:

Your initial [Annual] rollup rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Rollup Rate will be determined by the formula below.]

Your Initial Deferral Bonus Rollup Rate is [7.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Deferral Bonus Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –

The minimum [Annual] Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [Annual] Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum Deferral Bonus Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum Deferral Bonus Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

PART B -- This part describes certain provisions of your Contract.

Special Dollar Cost Averaging Rate	[4.00%] through [December 31, 2011]
Guaranteed Interest Option:	
Initial Guaranteed Interest Rate	[2.75% through January 31, 2011;
Annual Guaranteed Interest Rate	1.5% through December 31, 2011]
Lifetime Minimum Guaranteed Interest Rate	[1.5%]

Initial Contribution Received: [$100,000.00]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

Investment Performance Account Investment Options	**Amount Allocated**
[EQ/AllianceBernstein Small Cap Growth*	[$50,000]
EQ/Blackrock International Value	
EQ/International Core PLUS	
EQ/International Growth	
EQ/Mid Cap Index	
EQ/Mid Cap Value PLUS**	
EQ/Oppenheimer Global	
EQ/Small Company Index	
Multimanager International Equity	
Multimanager Mid Cap Growth	
Multimanager Mid Cap Value	
Multimanager Small Cap Growth	
Multimanager Small Cap Value	
EQ/Money Market]	[$0.00]

An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Guaranteed Interest Option ("GIO") [$50,000]

[No more than [25%] of the total Annuity Account Value of the Investment Performance Account Investment Options [and the Protection with Investment Performance Account Investment Options] may be allocated to the GIO]

Total (Amount Allocated to Investment Performance Account Investment Options): [$100,000.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49]]

Protection with Investment Performance Account Investment Options: **[Amounts are allocated in compliance with the Allocation Limits described in the Endorsement Applicable to Protection with Investment Performance Account Investment Options.]**

•

[Category 1 AXA Strategic Allocation Variable Investment Options]

	Amount Allocated
[AXA Balanced Strategy***	[$20,000]
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
AXA Moderate Growth Strategy]	

[Category 2 Fixed Income Variable Investment Options]

	Amount Allocated
[EQ/Core Bond Index*	[$80,000]
EQ/Intermediate Gov't Bond Index]	

[Category 3 Equity Variable Investment Options]

	Amount Allocated
[ATM 400	
ATM 500	
ATM 2000	
ATM EIFA	
AXA Growth Strategy]	

An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Total (Amount Allocated to Protection with Investment Performance Account Investment Options): [$100,000.00]

Total Amount Allocated to Account for Special Dollar Cost Averaging and Investment Performance Account Investment Options and Protection with Investment Performance Account Investment Options: [$200,000.00]

Your allocation of Account Value will be rebalanced [quarterly] in accordance with an applicable Rider or Endorsement.

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Initial Contribution minimum: [$10,000] Subsequent Contribution minimum: [$500] [Subsequent Contributions to the Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age [86] or if later, the first Contract Date Anniversary.] ***[If GIB or an optional GMDB is elected the following will appear]*** [Subsequent Contributions to the Protection with Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age [75] or if later, the [first] Contract Date Anniversary.]

[If GIB or an optional GMDB is elected the following will appear]
[Subsequent Contributions to the Protection with Investment Performance Account Investment Options are not permitted after the date the first Withdrawal is taken from theProtection with Investment Performance Account Value.

No additional Contributions or transfers may be made to the Protection with Investment Performance Account Investment Options on or after the Benefit Transaction Date (see Part II. E. of the GIB Rider). Transfers and Contributions to Protection with Investment Performance Account Investment Options may not exceed a total of [$1,500,000]. No Contributions may be made to any supplementary contract.

We may discontinue Contributions and/or transfers to the Protection with Investment Performance Account Investment Options upon advance written notice to you. The advance notice period is shown immediately below. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline. If we discontinue Contributions and transfers to the Protection with Investment Performance Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Investment Performance Account Investment Options corresponding to the Protection with Investment Performance Account Investment Options that were specified in your allocation instructions. If we are not offering such Investment Performance Account Investment Option as of the discontinuance date, we may substitute a Investment Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy. [If a specific Protection with Investment Performance Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection with Investment Performance Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

The advanced notice period for discontinuance or limitation of Contributions is [45] days.]

[For issue ages 0 to 80, the following text will appear]
[We may refuse to accept any Contribution if the sum of all Contributions under all ["Retirement Cornerstone"] Contract with the same Annuitant or Owner would then total more than [$1,500,000]. [If we accept any such Contribution under this Contract, your Investment Options may be limited to the Investment Performance Account Investment Options.] ***[For issue ages 81-85, the following sentence will replace the first sentence of this paragraph]*** [We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than $500,000.]

[If the Guaranteed Income Benefit Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the "initial allocation year") to [150%] of the total amount of the Contributions and transfers to the Protection with Investment Performance Account Investment Options during such initial allocation year.]

[For all Contracts] We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [$2,500,000.]

Transfer Rules (see Section 4.02 of the Contract):

Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
d) reject transfer requests from a person acting on behalf of multiple contract owners unless pursuant to a trading authorization agreement that we have accepted,
e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

(a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
(b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
(c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following will appear if GIB or an optional GMDB has been elected.] [Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are permitted until the Owner attains age [75] or if later, the first Contract Date Anniversary. Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are not permitted after the date a Contribution is made to the Investment Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the Protection with Investment Performance Account Value. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Transfers and Contributions to the Protection with Investment Performance Account Investment Options may not exceed a total of $[1,500,000]].

[If the Guaranteed Income Benefit Rider or an optional GMDB Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the "initial allocation year") to [150%] of the total amount of the Contributions and transfers to the Protection with Investment Performance Account Investment Options during such initial allocation year.]

[The following will appear if GIB or an optional GMDB has been elected.] [Contributions to the Account for Special Dollar Cost Averaging scheduled to be transferred into the Protection with Investment Performance Account Investment Options over the duration of the program will increase your [GIB Benefit Base] [or any] [GMDB Benefit Base] as of the effective date you contribute to a Special Dollar Cost Averaging Program.]

Transfers of amounts from the Protection with Investment Performance Account Investment Options to the Investment Performance Account Investment Options are not permitted, except as described in the Termination Provision of the GIB and/or GMDB Riders (Section VI), that you have elected.

We may discontinue accepting transfer requests to the Protection with Investment Performance Account Investment Options at any time with advance written notice to you.

No additional transfers may be made to the Protection with Investment Performance Account Investment Options or the supplementary contract on or after the Benefit Transaction Date.

If we discontinue transfers to the Protection with Investment Performance Account Investment Options, any subsequent automated transfer will be allocated to the Investment Performance Account Investment Option corresponding to the Protection with Investment Performance Account Investment Options in your allocation instructions. If we are not offering such Investment Performance Account Investment Option as of the discontinuance date, we may substitute an Investment Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific Protection with Investment Performance Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection with Investment Performance Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

[This text will apply when the Endorsement Applicable to Protection with Investment Performance Account Investment Options is issued with this Contract.] [Any transfer rules described in the Endorsement Applicable to Protection with Investment Performance Account Investment Options issued with this Contract will apply.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [$300]. ***[Applicable to QP-DB and QP-DC market segments only:]*** [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Lump sum Withdrawals will be taken in accordance with your election of (a), (b), (c) or (d) as set forth below:

a) Withdrawals will be taken on a pro-rata basis from the Protection with Investment Performance Account Investment Options only,

b) Withdrawals will be taken on a pro-rata basis from designated Investment Performance Account Investment Options,

c) Withdrawals will be taken in specified amounts, from both the Protection with Investment Performance Account Investment Options (on a pro-rata basis from such Options) and any designated Investment Performance Account Investment Options, or

d) Withdrawals will be taken in accordance with the following order i) from the Investment Performance Account Investment Options on a pro-rata basis, then ii) from the Special Dollar Cost Averaging Account, then iii) from the Protection with Investment Performance Account Investment Options on a pro-rata basis.

Required Minimum Distributions and Withdrawal requests with no instructions will be taken in accordance with item d) above. We must receive your election before processing your Withdrawal request.

[The following language is applicable to Traditional IRA and QP-DC and QP-DB Contracts]
Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [$250]. See Endorsement Applicable to [Market Segment].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will be terminated.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

[The following text will appear if the Contract Owner elects GIB]

The preceding three paragraphs do not apply while you have Protection with Investment Performance Account Value under your GIB Rider.

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]
[(Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] ***[For annuity commencement date ages 80 and greater the "period certain" is as follows]***

Annuitization Age	Length of Period Certain
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]
[Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.]

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):
[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract):
[$2,000, as well as minimum of $20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

Contract Year	Percentage of Contributions
1	8.00%
2	7.00%
3	6.00%
4	5.00%
5 and later	0.00%

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with ''Contract Year 1'' with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is ''Contract Year 1.''

[If you have not elected an optional benefit Rider, the following will appear]
[Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.]

[If GIB or an optional GMDB benefit Rider is elected, the following will appear]

[Withdrawal Charges will be deducted from the Protection with Investment Performance Account Value and the Investment Performance Account Value in proportion to the amount subject to Withdrawal Charges after recognizing the respective Free Withdrawal Amounts described below. Withdrawal Charges are deducted from the Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options from which each withdrawal is made in proportion to the amount subject to Withdrawal Charge being withdrawn from each Investment Option.]

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

[If GIB or an optional GMDB benefit is elected] [When the amount of a withdrawal is applied in any optional benefit rider under the Contract, the amount will include any applicable Withdrawal Charge.]

Free Withdrawal Amount (see Section 8.01):

[The following text will appear for Owners age 76 and older]

[[10%] of the Annuity Account Value in the Investment Performance Account Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Investment Performance Account Investment Options during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.]

[If an optional GMDB benefit without a GIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Investment Performance Account Value and the Protection with Investment Performance Account Value as those terms are defined in your Guaranteed Minimum Death Benefit (GMDB) Rider.

[10%] of the Annuity Account Value in the Investment Performance Account Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Investment Performance Account Investment Options during the Contract Year, and

[10%] of the Annuity Account Value in the Protection with Investment Performance Account Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Protection with Investment Performance Account Investment Options during the Contract Year.

In the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

If the first amount allocated to a Protection with Investment Performance Account Investment Option is a Contribution made after the Issue Date, there is no Free Withdrawal Amount for the Protection with Investment Performance Account Value in the Contract Year of such Contribution. If the first amount allocated to a Protection with Investment Performance Account Investment Option is a transfer, there will be no Free Withdrawal Amount for the Protection with Investment Performance Account Value in the Contract Year of the transfer and the Free Withdrawal Amount for the Investment Performance Account Value will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the Protection with Investment Performance Account Value will not be included in the Free Withdrawal Amount until the following Contract Year.

When a Withdrawal is taken from both the Investment Performance Account Value and the Protection with Investment Performance Account Value, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

[If GIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Investment Performance Account Value and the Protection with Investment Performance Account Value as those terms are defined in your Guaranteed Income Benefit (GIB) Rider.

With respect to the Investment Performance Account Value, the Free Withdrawal Amount is [10%] of the Annuity Account Value in the Investment Performance Account Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the Investment Performance Account Investment Options during the Contract Year.

With respect to the Protection with Investment Performance Account Value, the Free Withdrawal Amount is the GIB Benefit Base on the Contract Date Anniversary multiplied by the [Annual] rollup rate in effect on the first day of the Contract Year minus any amount previously withdrawn from the Protection with Investment Performance Account Value during the Contract Year. If the first amount allocated to a Protection with Investment Performance Account Investment Option is a Contribution made after the Issue Date, there is no Free Withdrawal Amount for the Protection with Investment Performance Account Value in the Contract Year of such Contribution. If the first amount allocated to a Protection with Investment Performance Account Investment Option is a transfer, there will be no Free Withdrawal Amount for the Protection with Investment Performance Account Value in the Contract Year of the transfer and the Free Withdrawal Amount for the Investment Performance Account Value will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the Protection with Investment Performance Account Value will not be included in the Free Withdrawal Amount until the following Contract Year.

Subject to the preceding paragraphs, in the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

When a Withdrawal is taken from both the Investment Performance Account Value and the Protection with Investment Performance Account Value, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [$30]. Thereafter, the maximum charge is [$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

[The following text will appear if the Investment Performance Account Investment Options are elected.] [The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis.]

[If Protection with Investment Performance Account Investment Options are elected, the following will replace the above sentence.]
[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Dollar Cost Averaging, if applicable, any remaining portion o f the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Protection with Investment Performance Account Investment Options.]

Transfer Charges (see Section 8.03 of the Contract):

Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of $35 for each transaction.]

Contract Fee (see Section 8.04 of the Contract): **Annual Rate of [1.65%]** (equivalent to a daily rate of [.004558%])], plus any applicable VIO Facilitation Charge up to a annual rate equal to [0.45%] (equivalent to a daily rate of [.001236%]).

The Contract Fee includes the following charges:

[Operations Fee:	Annual rate of 1.100%
Administration Fee:	Annual rate of 0.30%
Distribution Fee:	Annual rate of 0.25%

Variable Investment Option Facilitation Charge: Annual rate up to [0.45]%]

The Variable Investment Option ("VIO") Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

For Waivers 3, 4 and 5 specified below there is a twelve month ineligibility period (the period during which you are ineligible to receive the waiver benefit) beginning on the Contract Date of this Contract and ending on the first Contract Date Anniversary. Once the ineligibility period has expired, the Owner may submit a claim for any such waiver. The claim must be submitted on our Withdrawal Charge waiver form before any waiver benefit is provided.

In accordance with Section 8.01 of the Contract, we reserve the right to reduce or waive the Withdrawal Charge. No Withdrawal Charge will apply in these events:

1. the Owner dies and the Death Benefit is payable;

2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or

3. the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi) and provide documentation satisfactory to us that the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi). Such proof must include, but is not limited to, written certification from a U.S. licensed physician. "Physician" means a person, defined in Section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing only those services within the scope of his or her license;

   (i) "Bathing" means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
   (ii) "Continence" means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
   (iii) "Dressing" means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
   (iv) "Eating" means feeding oneself by food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
   (v) "Toileting" means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
   (vi) "Transferring" means moving into or out of a bed, chair or wheelchair.

4. we receive proof satisfactory to us that the Owner 's life expectancy is six months or less (such proof must include, but is not limited to, certification by a licensed physician); or

5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
   - its main function is to provide skilled, intermediate or custodial nursing care;
   - it provides continuous room and board to three or more persons;
   - it is supervised by a registered nurse or practical nurse;
   - it keeps daily medical records of each patient;

- it controls and records all medications dispensed; and
- its primary service is other than to provide housing for residents.

[Item 6 below will apply only to Contract Owners in the NQ and IRA (not applicable to Inherited IRA) market segments]

6. [for IRA and NQ Contracts, the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner's death.]

[Item 7 below will apply only to Contract Owners in the market segments under which the Beneficiary Continuation Option is available]

7. [a Death Benefit is payable and the Beneficiary Continuation Option is elected.]

[Item 8 below will apply only to Contract Owners in the IRA (not applicable to Inherited IRA) and QP market segments]

8. ***[For the QP market segment] [***a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service. However, in each Contract Year, the amount of the Required Minimum Distribution withdrawal is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.] ***[Item 8 above for IRA Contracts (not applicable to Inherited IRA) only the following language will replace the immediately preceding sentence] [***a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service or withdrawals made under our Substantially Equal Withdrawal Program. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.]

[Item 9 applies to Traditional IRA Contracts]

9. [amounts under this Contract that are directly transferred to a [Retirement Cornerstone] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.]

[Item 10 applies to Contracts with a GIB Rider]

10. [withdrawals from Contracts with a GIB Rider, which do not exceed the GIB Annual Withdrawal Amount in a Contract Year.]

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Income Benefit (GIB) Rider**. Please read the Rider for the complete provisions shown below.

Your GIB Rider is effective as of the Contract Date.

1. The GIB Rider's Income Benefit (Section I, second paragraph)

   Your lifetime "GIB Annual Payment Amount," as described in Section II. E. under the GIB Rider begins at the earliest of 1) the Contract Date Anniversary following the date your Protection with Investment Performance Account Value falls to zero, except as a result of an Excess Withdrawal, or 2) the Contract Date Anniversary following your [95th] birthday, or 3) the Contract Maturity Date. Prior to the commencement of lifetime annual GIB Payments, after your [first] Contract Date Anniversary, withdrawals each Contract Year from the Protection with Investment Performance Account Value that do not exceed your "GIB Annual Withdrawal Amount" as described in Section II. E., will not reduce your beginning of Contract Year GIB Benefit Base. Protection with Investment Performance Account Value, GIB Annual Withdrawal Amount, Benefit Base, and the Effect of Withdrawals on your GIB Benefit Base are described in Section II of the GIB Rider.

2. Your GIB Annual Withdrawal Amount (Section II. B.)

   The "GIB Annual Withdrawal Amount" for each Contract Year is equal to (i) the GIB Benefit Base at the beginning of the Contract Year [minus any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the [four] prior Contract Years,] multiplied by (ii) the Annual Rollup Rate in effect for the first day of the Contract Year. There is no GIB Annual Withdrawal Amount before the [first] Contract Date Anniversary, or if later, in the Contract Year that the Protection with Investment Performance Account Value is first created. "GIB Benefit Base" and "Annual Rollup Rate" are defined in your GIB Rider.

3. Automatic Payment Plan (Section II. C)

   "Automatic Payment Plan" means a plan for periodic withdrawals up to the GIB Annual Withdrawal Amount each Contract Year beginning at any time after the [first] Contract Date Anniversary.

4. Adjustment of the Benefit Base for Withdrawals; Excess Withdrawals (Section II. D.)

   Except as provided in the next two paragraphs, a withdrawal from the Protection with Investment Performance Account Value reduces the GIB Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your GIB Annual Withdrawal Amount by your Annuity Account Value in the Protection with Investment Performance Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

   Beginning [in the second Contract Year], withdrawals from the Protection with Investment Performance Account Value during a Contract Year do not reduce the GIB Benefit Base to the extent that the total of such withdrawals does not exceed the GIB Annual Withdrawal Amount for that Contract Year. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GIB Benefit Base on the Contract Date Anniversary on a dollar for dollar basis, as described above.

In any Contract Year, a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service ("RMD Withdrawal") from the Protection with Investment Performance Account Value in excess of the GIB Annual Withdrawal Amount that is needed to meet a Required Minimum Distribution as described in "*Lifetime Required Minimum Distributions"* in Section III of this Rider reduces the GIB Benefit Base dollar for dollar.

"Excess Withdrawal" means the amount of any withdrawal or portion of any withdrawal taken from the Protection with Investment Performance Account Value in a Contract Year that together with all other withdrawals exceeds the GIB Annual Withdrawal Amount for that Contract Year. All withdrawals [made prior to the second Contract Year] are "Excess Withdrawals." [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in your Rider.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* "Future benefits" means Annual Withdrawal Amount withdrawals and Lifetime GIB Payments. You may contact your financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

5. Automatic Reset of the GIB Benefit Base (Section II. D.)

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your GIB Benefit Base will reset automatically to equal the Protection with Investment Performance Account Value on that Contract Date Anniversary, if the Protection with Investment Performance Account Value is greater than the GIB Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset GIB Benefit Base. Resets do not occur after the Contract Date Anniversary following your [95th] birthday, or your Maturity Date, if earlier.

6. GIB Payment Amount (Section II. E.)

The "Lifetime GIB Payment Amount" is based upon your GIB Benefit Base on the Benefit Transaction Date. We determine the GIB Benefit Base on the Benefit Transaction Date as though the Benefit Transaction Date is the Contract Date Anniversary. The Lifetime GIB Payment Amount is equal to the Benefit Base multiplied by the applicable GIB Payment Factor shown in the Table below. Payments will be made on a single life basis unless you elect payments on a joint life basis, with your spouse as the joint life payee. Joint life payments are based on the younger spouse's age. You must notify us of this election within [30 days] following the Benefit Transaction Date.

GIB Payment Table

Age on Benefit Transaction Date	GIB Payment Factor Applied to GIB Benefit Base	
	Single Life	Joint Life
Up to Age [85	[4%	3.25%
Ages 86 – 94	5%	4.00
Age 95]	6%	4.50]

7. The Cost of this Rider (Section V)

The current charge for this benefit is [0.95%] of the GIB Benefit Base on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge for the portion of any Contract Year in which this Rider is terminated pursuant to

Section VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Protection Account Investment Options on a pro rata basis.]

[Terms and Conditions Applicable to your **Guaranteed Minimum Death Benefit (GMDB) Rider**. Please read the Rider for the complete provisions shown below.

Your GMDB Rider is effective as of the Contract Date.

1. The "Greater of" Death Benefit Rider's Death Benefit (Section I, fourth paragraph)

   The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] Benefit Base. The Protection with Investment Performance Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of this Rider and how this Rider may terminate are described in the Rider

   Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.
   .

2. GMDB Benefit Base (Section II, B)

   Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base ("Rollup Benefit Base") and the Highest Anniversary Value to Age [85] Benefit Base ("Highest Anniversary Value Benefit Base"). Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and Highest Anniversary Value Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the Protection with Investment Performance Account Investment Options. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection with Investment Performance Account Investment Options, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and Highest Anniversary Value Benefit Base is more fully described in your Rider.

3. Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount (Section II. B.)

   Your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

   (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year; plus
   (ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year; minus
   (iii) any adjustments for Excess Withdrawals (defined below) from the Protection with Investment Performance Account Value during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus
   (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection with Investment Performance Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amount withdrawals from the Protection with Investment Performance Account Value] during the Contract Year; plus
   (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GIB Annual Withdrawal Amount as described in the GIB Rider.

"Excess Withdrawal" means any withdrawal or portion of a withdrawal taken from the Protection with Investment Performance Account Value during a Contract Year that, together with all other amounts withdrawn from the Protection with Investment Performance Account Value during that year, causes the total of such withdrawals to exceed the GIB Annual Withdrawal Amount. *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).*

Annual Adjustment of the GMDB Rollup Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract from the Protection Account, instead of the adjustment described above, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

(i) the GMDB Rollup Benefit Base at the beginning of the Contract Year, plus
(ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year, plus
(iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract from the Protection Account, no Deferral Bonus Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMDB Rollup Benefit Base will be done according to the provision above entitled "Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount."

4. Automatic Reset of the Rollup Benefit Base

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your Rollup Benefit Base will reset automatically to equal the Protection with Investment Performance Account Value on that Contract Date Anniversary, if the Protection with Investment Performance Account Value is greater than the Rollup Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset Rollup Benefit Base. Reset**s** do not occur after the Contract Date Anniversary following your [85th] birthday, or your Maturity Date, if earlier.

5. The Cost of This Rider (Part IV)

The current charge for this Rider is [0.95%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the Highest Anniversary Value Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.10%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Protection with Investment Performance Account Value on a pro-rata basis.]

[Terms and Conditions Applicable to your **Guaranteed Minimum Death Benefit (GMDB) Rider**. Please read the Rider for the complete provisions shown below.

Your GMDB Rider is effective as of the Contract Date.

1. The "Highest Anniversary Value to Age [85]" Death Benefit Rider's Death Benefit (Section I, fourth paragraph)

   The GMDB under the Contract will be the Highest Anniversary Value to Age [85] Benefit Base. The Rider describes the operation of the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

   Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

2. Your GMDB Benefit Base is the Highest Anniversary Value to Age [85] Benefit Base ("Highest Anniversary Value Benefit Base"). Your initial Highest Anniversary Value Benefit Base is equal to your initial Contribution or transfer to the Protection with Investment Performance Account Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your Highest Anniversary Value Benefit Base is described below.

   On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Protection with Investment Performance Account Value is greater than the current Highest Anniversary Value Benefit Base, the Highest Anniversary Value Benefit Base is reset to equal the Protection with Investment Performance Account Value.

3. The Cost of This Rider (Section V)

   The charge for this benefit is [0.25%] of the Highest Anniversary Value Benefit Base. This charge is based on the Highest Anniversary Value Benefit Base on your Contract Date Anniversary.

   We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

   The above charge will be deducted from the Protection with Investment Performance Account Value on a pro-rata basis.

[Rider attached to and forming a part of your Contract issued by AXA EQUITABLE LIFE INSURANCE COMPANY ("AXA EQUITABLE").

AXA EQUITABLE LIFE INSURANCE COMPANY

RETURN OF PRINCIPAL DEATH BENEFIT RIDER

The following text above the black line will appear only if this rider is elected by the Owner after the Contract Date

[GMDB Rider Data

Contract Number: [09-999-999]

GMDB Rider Effective Date: [September 15, 2015]

Owner: **[**JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]
[Joint Owner:] **[JANE DOE]** Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]
[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

As of this Rider's Effective Date, the information shown above supersedes the information in the Data Pages of your Contract to the extent of any difference.]

AXA EQUITABLE LIFE INSURANCE COMPANY

RETURN OF PRINCIPAL DEATH BENEFIT RIDER

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is [your Contract Date.]

I. This Rider's Guaranteed Minimum Death Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. You must allocate amounts to the Protection with Investment Performance Account Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your Protection with Investment Performance Account Value will cause an adjustment to your GMDB Benefit Base as described below.

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section III.).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is equal to: 1) your initial Contribution and Subsequent Contributions to the Protection with Investment Performance Account Investment Options as described in Part III of your Contract ("Contributions and Allocations"), and 2) amounts transferred, as described in Part IV of your Contract ("Transfers Among Investment Options") from a Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option, less any deductions that reflect withdrawals. While this Rider is in effect, once amounts are allocated or transferred to the Protection with Investment Performance Account Investment Options, they may be transferred only among these Options.

The initial Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to Protection with Investment Performance Account and Investment Performance Account Investment Options. [Additional terms and conditions applicable to your Protection with

Investment Performance Account Investment Options are described in the "Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging."]

Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

"Protection with Investment Performance Account Value" means the sum of the amounts held for you in the Protection with Investment Performance Account Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging to be transferred to the Protection with Investment Performance Account Investment Options. While Contributions and transfers to your Protection with Investment Performance Account Value create your GMDB as described in this Rider, your Protection with Investment Performance Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

"Investment Performance Account Value" means the sum of amounts held for you in the Investment Performance Account Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging to be transferred to the Investment Performance Account Investment Options.

Your initial GMDB Benefit Base is equal to your initial Contribution or transfer to the Protection with Investment Performance Account Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection with Investment Performance Account Investment Options and will be reduced by withdrawals from the Protection with Investment Performance Account Investment Options.

[The following text will appear when the Contract Owner elects the Extra Credit Contract with this Rider]

[Any Credits provided under your Endorsement Applicable to Credits Applied to Annuity Account Value are not used for purposes of determining your GMDB Benefit Base. When you make a Contribution to the Protection with Investment Performance Account Value, only the amount of the Contribution, excluding any Credits, is included in determination of the Benefit Base. When you make a transfer from the Investment Performance Account Value to the Protection with Investment Performance Account Investment Options, the amount of any Credits that had been applied to the Investment Performance Account Value are considered transferred first and are not included in determination of the Benefit Base. Transfers to the Protection with Investment Performance Account Value do not increase the Benefit Base until an amount equal to the total amount of all Credits (before any earnings thereon) that were applied to the Investment Performance Account Value have been transferred to the Protection with Investment Performance Account Value.]

Your Investment Performance Account Value is not used for purposes of determining your GMDB Benefit Base. If we discontinue transfers and Contributions to the Protection with Investment Performance Account Investment Options, you will not, thereafter, be able to create or add to the GMDB Benefit Base.

The reduction of your GMDB Benefit Base following a withdrawal is on a pro-rata basis. A pro-rata reduction is determined as follows:

(1) Divide the amount of the withdrawal by your Protection with Investment Performance Account Value in the Protection with Investment Performance Account Investment Options immediately preceding the withdrawal;

(2) Multiply the fraction calculated in (1) by the amount of your GMDB Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

II. The Cost of This Rider

There is no charge for this benefit.

III. Termination Provision of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)."

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or (viii) the Protection with Investment Performance Account Value under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Protection with Investment Performance Account Value, or 2) transfer your entire Protection with Investment Performance Account Value to the Investment Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Protection with Investment Performance Account Investment Options.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.

2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

[Effect of Termination of this Rider on your Death Benefit

The effect of termination of this Rider on your Death Benefit is described in the "Endorsement Applicable to Termination of an Optional Guaranteed Income Benefit and or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)." Your Death Benefit is terminated automatically when this Rider is terminated].

IV. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

Christopher M. Condron
Chairman, President and Chief Executive Officer]

[

Karen Field Hazin
Vice President, Secretary and
Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

GUARANTEED INCOME BENEFIT RIDER

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Income Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Income Benefit (GIB) with this flexible premium deferred fixed and variable Annuity Contract as described below. The GIB is derived from a benefit base as described in Section II of this Rider. You must allocate amounts to the Protection with Investment Performance Account Investment Options to create a GIB Benefit Base and in order to receive benefits under this Rider. ***The GIB Benefit Base is used solely to calculate the GIB described in this Rider, and its charge, and does not provide a Cash Value or any minimum account value or any death benefit and cannot be withdrawn.*** *Withdrawals from your Protection with Investment Performance Account Value will cause an adjustment to your GIB Benefit Base as described in Section II. D. of this Rider.*

Your lifetime "GIB Annual Payment Amount," as described in Section II. E. under this Rider begins at the earliest of 1) the Contract Date Anniversary following the date your Protection with Investment Performance Account Value falls to zero, except as a result of an Excess Withdrawal, or 2) the Contract Date Anniversary following your [95th] birthday, or 3) the Contract Maturity Date. Prior to the commencement of lifetime annual GIB Payments, after your [first] Contract Date Anniversary, withdrawals each Contract Year from the Protection with Investment Performance Account Value that do not exceed your "GIB Annual Withdrawal Amount" as described in Section II. E., will not reduce your beginning of Contract Year GIB Benefit Base. Protection with Investment Performance Account Value, GIB Annual Withdrawal Amount, Benefit Base, and the Effect of Withdrawals on your GIB Benefit Base are described in Section II of this Rider.

The purpose of the GIB provided under this Rider is to provide security through a stream of periodic payments to you. Your GIB Rider will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Owner meets the qualifications specified in the Termination Provision of this Rider (Section IV).

[The terms and conditions of a spouse's right to continue this Contract upon the death of the Owner of this Contract ("Spousal Continuation") are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

II. Operation of the Guaranteed Income Benefit

A. Annuity Account Value

"Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your "Protection with Investment Performance Account Value" and (ii) your "Investment Performance Account Value."

"Protection with Investment Performance Account Value" means the sum of the amounts held for you in the Protection with Investment Performance Account Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging designated for transfers to the Protection with Investment Performance Account Investment Options. While Contributions and transfers to your Protection with Investment Performance Account Value create or increase your GIB Benefit Base as described in this Rider, your Protection with Investment Performance Account Value itself is not a guaranteed value. Your Protection with Investment Performance Account Value is subject to Investment Fund performance as described in Sections 1.13 and 2.03 of your Contract.

"Investment Performance Account Value" means the sum of amounts held for you in the Investment Performance Account Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging designated for transfers to the Investment Performance Account Investment Options.

The initial Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to Investment Options apply to the Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options. [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options are described in the "Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging."]

B. GIB Annual Withdrawal Amount

The "GIB Annual Withdrawal Amount" for each Contract Year is equal to (i) the GIB Benefit Base at the beginning of the Contract Year [minus any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the [four] prior Contract Years,] multiplied by (ii) the Annual Rollup Rate in effect for the first day of the Contract Year. There is no GIB Annual Withdrawal Amount before the [first] Contract Date Anniversary, or if later, in the Contract Year that the Protection with Investment Performance Account Value is first created. "GIB Benefit Base" and "Annual Rollup Rate" are defined below.

C. Automatic Payment Plan

"Automatic Payment Plan" means a plan for periodic withdrawals up to the GIB Annual Withdrawal Amount each Contract Year beginning at any time after the [first] Contract Date Anniversary.

D. GIB Benefit Base

Your GIB Benefit Base is used to determine your GIB Annual Withdrawal Amount and any GIB Annual Payment Amount that may become payable if your Protection with Investment Performance Account Value falls to zero as described below. Your GIB Benefit Base is also used to determine the cost of this Rider as described in Section V. Your GIB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract ("Contributions and Allocations") to a Protection with Investment Performance Account Investment Option or making a transfer, as described in Part IV of your Contract ("Transfers Among Investment Options"), from a Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the Protection with Investment Performance Account Investment Options, they may be transferred only among Protection with Investment Performance Account Investment Options. Additional transfer rules are described in the Data Pages.

Your initial GIB Benefit Base is equal to your initial Contribution or transfer, whichever comes first, to the Protection with Investment Performance Account Investment Options. Thereafter, your GIB Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection with Investment Performance Account Investment Options, and your Benefit Base is adjusted for withdrawals as described below. The way we calculate your GIB Benefit Base is more fully described below.

[The following text will appear when the Contract Owner elects the CP Contract with GIB]
[Any Credits provided under your Endorsement Applicable to Credits Applied to Annuity Account Value are not used for purposes of determining your Benefit Base. When you make a Contribution to the Protection with Investment Performance Account Value, only the amount of the Contribution, excluding any Credits, is included in determination of the Benefit Base. When you make a transfer from the Investment Performance Account Value to the Protection with Investment Performance Account Investment Options, the amount of any Credits that had been applied to the Investment Performance Account Value are considered transferred first and are not included in determination of the Benefit Base. Transfers to the Protection with Investment Performance Account Value do not increase the Benefit Base until an amount equal to the total amount of all Credits (before any earnings thereon) that were applied to the Investment Performance Account Value have been transferred to the Protection with Investment Performance Account Value.]

Your Investment Performance Account Value is not used for purposes of determining your GIB Benefit Base, including any Automatic Reset thereof, or your GIB Annual Withdrawal Amount defined below. If we discontinue transfers and Contributions to the Protection with Investment Performance Account Investment Options, you will not, thereafter, be able to create or add to the GIB Benefit Base.

Annual Rollup Rate

Annual Rollup Rate" is used to calculate your GIB Annual Withdrawal Amount and means the effective [annual] rate resulting from the Ten Year Treasuries Rollup Formula

Rate specified in the Data Pages. [Your initial Annual Rollup Rate is shown in the Data Pages and is reset [each Contract Date Anniversary] as described in the Data Pages.] The rollup ends on the Contract Date Anniversary following your [95th] birthday. The Annual Rollup Rate is used to calculate (i) your GIB Annual Withdrawal Amount and (ii) unless the Deferral Bonus Rate described below applies, your GIB Annual Rollup Amount.

Deferral Bonus Rollup Rate

A Deferral Bonus Rollup Rate resulting from the Deferral Bonus Ten Year Treasuries Formula Rate specified in the Data Pages is used to calculate amounts credited to your GIB Benefit Base and applies to your GIB Benefit Base until a withdrawal is made from your Protection with Investment Performance Account Value. [While the Deferral Bonus Rollup Rate applies, it is reset each Contract Year.] Once a withdrawal is made from your Protection with Investment Performance Account Value, the the Deferral Bonus Rollup Rate no longer applies in the Contract Year that the withdrawal is made and all subsequent Contract Years. A Deferral Bonus Rollup Rate has no effect on your GIB Annual Withdrawal Amount.

Annual Rollup Amount

The "Annual Rollup Amount" for purposes of adjusting the GIB Benefit Base on a Contract Date Anniversary is equal to the GIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year plus a prorated Annual Rollup Amount for any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the Contract Year. The prorated Annual Rollup Amount is equal to the full Annual Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year.

Deferral Bonus Rollup Amount

The "Deferral Bonus Rollup Amount" for purposes of adjusting the GIB Benefit Base on a Contract Date Anniversary is equal to the GIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Bonus Rollup Rate in effect for the first day of the Contract Year plus a prorated Deferral Bonus Rollup Amount for any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the Contract Year. The prorated Deferral Bonus Rollup Amount is equal to the full Deferral Bonus Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Deferral Bonus Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year. Once a withdrawal is made

from your Protection with Investment Performance Account Value, no Deferral Bonus Rollup Amount adjustment is made to your GIB Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

Annual Adjustment of the GIB Benefit Base with the Annual Rollup Amount

Your GIB Benefit Base is adjusted on each Contract Date Anniversary to equal:

(i) the GIB Benefit Base at the beginning of the Contract Year, plus
(ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year, minus
(iii) any adjustments during the Contract Year for Excess Withdrawals (defined below) from the Protection with Investment Performance Account Value during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus
(iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection with Investment Performance Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amounts withdrawals from the Protection with Investment Performance Account Value] during the Contract Year, plus
(v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GIB Annual Withdrawal Amount.

Annual Adjustment of the GIB Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract from the Protection with Investment Performance Account Value, instead of the adjustment described above, your GIB Benefit Base is adjusted on each Contract Date Anniversary to equal:

(i) the GIB Benefit Base at the beginning of the Contract Year, plus
(ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year, plus
(iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made from the Protection with Investment Performance Account Value under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your GIB Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GIB Benefit Base will be done according to the provision above entitled "Annual Adjustment of the GIB Benefit Base with the Annual Rollup Amount."

Adjustment of the Benefit Base for Withdrawals; Excess Withdrawals

Except as provided in the next two paragraphs, a withdrawal from the Protection with Investment Performance Account Value reduces the GIB Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your GIB Annual Withdrawal Amount by your Annuity Account Value in the Protection with Investment Performance Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

Beginning [in the second Contract Year], withdrawals from the Protection with Investment Performance Account Value during a Contract Year do not reduce the GIB Benefit Base to the extent that the total of such withdrawals does not exceed the GIB Annual Withdrawal Amount for that Contract Year. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GIB Benefit Base on the Contract Date Anniversary on a dollar for dollar basis, as described above.

In any Contract Year, a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service ("RMD Withdrawal") from the Protection with Investment Performance Account Value in excess of the GIB Annual Withdrawal Amount that is needed to meet a Required Minimum Distribution as described in "*Lifetime Required Minimum Distributions"* in Section III of this Rider reduces the GIB Benefit Base dollar for dollar.

"Excess Withdrawal" means the amount of any withdrawal or portion of any withdrawal taken from the Protection with Investment Performance Account Value in a Contract Year that together with all other withdrawals exceeds the GIB Annual Withdrawal Amount for that Contract Year. All withdrawals [made prior to the second Contract Year] are "Excess Withdrawals." [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Section III.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* "Future benefits" means Annual Withdrawal Amount withdrawals and Lifetime GIB Payments. You may contact your financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

Automatic Reset of the GIB Benefit Base

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your GIB Benefit Base will reset automatically to equal the Protection with Investment Performance Account Value on that Contract Date Anniversary, if the Protection with Investment Performance Account Value is greater than the GIB Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset GIB Benefit Base. Resets do not occur after the Contract Date Anniversary following your [95th] birthday, or your Maturity Date, if earlier.

We may increase the charge for this Rider up to the maximum charge provided in Section V of this Rider. We will apply the higher charge only if your Benefit Base increases due to a reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase within the maximum provided in Section V. We will notify you of the increase in charge at least [45] days prior to the effective date of the increase. You will be provided the opportunity to opt-out of that reset and any future resets. Opting out of a reset will not change the date for future automatic resets if you choose to opt back in. If you opt out of resets, you may opt back in any time [30 days] after the Contract Date Anniversary on which you opted out. You will have until [30 days] before the date the next reset is scheduled to occur to opt back in to automatic resets. Upon a reset following such opt-in, the charge for this rider will increase to the charge we have in effect at that time. Your request to opt out or opt in must be in writing in a form we accept and received by us within the above time limits. [Any request to opt out or opt in will be applicable to this Rider and your "Greater of" Death Benefit Rider.]

E. Effect of your Protection with Investment Performance Account Value Falling to Zero (Lifetime GIB Payments and the Benefit Transaction Date)

The "Benefit Transaction Date" is the transaction date on which either of the following happens while you are living and this Rider is in effect: (i) you make a withdrawal for an amount that is equal to or exceeds the Protection with Investment Performance Account Value, but is not an Excess Withdrawal, or (ii) the Protection with Investment Performance Account Value falls to zero due to a) the deduction of a Contract charge, or b) performance of the underlying Investment Fund(s). Except as provided under the Maximum Payment Plan, below, on the Benefit Transaction Date, we will pay you any remaining GIB Annual Withdrawal Amount for that Contract Year. Payment of the Lifetime GIB Amount will commence in the next Contract Year.

The "Lifetime GIB Payment Amount" is based upon your GIB Benefit Base on the Benefit Transaction Date. We determine the GIB Benefit Base on the Benefit Transaction Date as though the Benefit Transaction Date is the Contract Date Anniversary. The Lifetime GIB Payment Amount is equal to the Benefit Base multiplied by the applicable GIB Payment Factor shown in the Table below. Payments will be made on a single life basis unless you elect payments on a joint life basis, with your spouse as the joint life payee. Joint life payments are based on the younger spouse's age. You must notify us of this election within [30 days] following the Benefit Transaction Date.

GIB Payment Table

Age on Benefit Transaction Date	GIB Payment Factor Applied to GIB Benefit Base	
	Single Life	Joint Life
Up to Age [85	[4%	3.25%
Ages 86 – 94	5%	4.00
Age 95]	6%	4.50]

While you have Investment Performance Account Value remaining, you will receive GIB payments under this Rider.

If on the Benefit Transaction Date or thereafter, you have no Investment Performance Account Value, your Contract will be cancelled and a supplementary life annuity contract providing annual lifetime payments equal to your GIB Payment Amount will be issued to you. If you have Investment Performance Account Value remaining under your Contract on your Maturity Date, and you have been receiving GIB Payments under this Rider, your Contract will be cancelled and a supplementary contract will be issued to you.

If, on the Benefit Transaction Date, you were taking payments through an Automatic Payment Plan, the frequency of payments after the Benefit Transaction Date is as described in Section III of this Rider.

Beginning in the Contract Year following the Benefit Transaction Date you will begin to receive the Lifetime GIB Payment Amount.

When a supplementary life annuity contract is issued pursuant to this Rider on a Single Life basis you will be the Owner and Annuitant when a supplementary life annuity contract is issued on a Single Life basis. If you elected a Joint Life Contract, we will issue the supplementary contract with you as the Owner and Annuitant and your spouse as the Joint Annuitant.

III. Withdrawals under Automatic Payment Plans

Withdrawals under an Automatic Payment Plan may [not] start [sooner than five years] after your Contract Date.

You may elect to receive automatic payments based on any of the following frequencies: [monthly, quarterly or annually]. The frequency you elect determines the amount of the GIB Annual Withdrawal Amount you receive on each scheduled payment date. Amounts are withdrawn from the Protection with Investment Performance Account Investment Options on a pro-rata basis.

You may elect one of the following Automatic Payment Plans to receive your GIB Annual Withdrawal Amount. If you take a lump sum withdrawal once you have elected an Automatic Payment Plan, the Plan will terminate for that and subsequent Contract Years. You may re-elect an Automatic Payment Plan in the following Contract Year.

Maximum Payment Plan: The Maximum Payment Plan withdraws the full GIB Annual Withdrawal Amount each Contract Year. Payments are based on the frequency you elect under this plan. Each scheduled payment is equal to the remaining GIB Annual Withdrawal Amount divided by the number of scheduled payments remaining per Contract Year. Any payments that are to be made in the same Contract Year that the Protection with Investment Performance Account Value falls to zero as described in this Rider, will continue on the same frequency. After the Contract Date Anniversary following the Benefit Transaction Date, the GIB Annual Payment Amount described in Section II will continue in the same frequency.

Customized Payment Plan: The Customized Payment Plan options withdraw from your Protection with Investment Performance Account Value a percentage or a fixed dollar amount of your beginning of Contract Year GIB Benefit Base, not to exceed your Annual Withdrawal Amount. Payments are based on the amount and frequency of the payment you elect under this plan. If a withdrawal is taken from your Protection with Investment Performance Account Value in the same Contract Year prior to enrollment in the Customized Payment Plan, this withdrawal will not be factored into determining your GIB Annual Withdrawal Amount for purposes of the Customized Payment Plan and may cause an Excess Withdrawal. If payments are to be made after your Protection with Investment Performance Account Value falls to zero , while you are taking payments under the Customized Payment Plan, then the remaining balance of the GIB Annual Withdrawal Amount for the Contract Year in which your Protection with Investment Performance Account Value fell to zero will be paid in a lump sum on the Benefit Transaction Date. Payments equal to your GIB Annual Payment Amount will commence in the same frequency as in effect on the Benefit Transaction Date beginning on the next Contract Date Anniversary.

Lifetime Required Minimum Distributions

[When the lifetime Required Minimum Distribution ("RMD") Rules apply to your Contract, and you elect our Automatic RMD Withdrawal Service, any lifetime RMD payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal.] When you elect our Automatic RMD Withdrawal Service, amounts from both your Protection with Investment Performance Account Value and Investment Performance Account Value are used to determine your lifetime RMD amount each year.

If you elect either of our Automatic Payment Plans (the Maximum Payment Plan or the Customized Payment Plan) and our Automatic RMD Withdrawal Service, and if the GIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, we will withdraw the remainder of the RMD amount from the Investment Performance Account Value, if any. If the sum of the GIB Annual Withdrawal Amount and the Investment Performance Account Value is still insufficient to satisfy the RMD amount, we will make a payment in addition to the GIB Annual Withdrawal Amount from the Account for Special Money Market Dollar Cost Averaging, if necessary to meet the lifetime RMD amount for the calendar year for this Contract. If the sum of the GIB Annual Withdrawal Amount, the Investment Performance Account Value and the Account for Special Money Market Dollar Cost Averaging is still insufficient to satisfy the RMD amount, we will make an additional payment from the Protection with Investment Performance Account Value if necessary to meet the lifetime RMD amount for the calendar year for this Contract. The combined Automatic Payment Plan payments and additional RMD Withdrawal needed to meet your lifetime RMD payment will not be treated as Excess Withdrawals. However, any lump sum withdrawals from the Protection with Investment Performance Account Value (other than or in addition to this additional RMD Withdrawal from the Protection with Investment Performance Account Value necessary to satisfy the RMD amount) taken in the same Contract Year will be treated as an Excess Withdrawal.

If you elect our Automatic RMD Withdrawal Service and do not elect one of our Automatic Payment Plans, that is, you elect to take your GIB Annual Withdrawal Amount in lump sum withdrawals, if the GIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, we will withdraw the remainder from the Investment Performance Account Value, if any. If the sum of the GIB Annual Withdrawal Amount and Investment Performance Account Value is insufficient to satisfy the RMD amount, we will make an additional amount from your Account for Special Money Market Dollar Cost Averaging, if applicable, if necessary to meet the lifetime RMD amount for the calendar year for this Contract. If the sum of the GIB Annual Withdrawal Amount, the Investment Performance Account Value, and the Account for Special Money Market Dollar Cost Averaging, if applicable, is insufficient to satisfy the RMD amount then we will make an additional withdrawal from your Protection with Investment Performance Account Value if necessary to meet the lifetime RMD amount for the calendar year for this Contract. [Any lifetime RMD amount withdrawal you make under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. However,] any lump sum withdrawals from the Protection with Investment Performance Account Value which exceed your Annual Withdrawal Amount (other than in addition to this additional payment from the Protection with Investment Performance Account Value necessary to satisfy the RMD amount) taken in the same Contract Year will be treated as an Excess Withdrawal.

[If you do not elect our Automatic RMD Withdrawal Service and] if your GIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, any additional withdrawal taken in the same Contract Year from your Protection with Investment Performance Account Value will be treated as an Excess Withdrawal.

IV. GIB at the Maturity Date

[For NQ Contracts only] [If you are older than the Annuitant named under this Contract, your Maturity Date is the Contract Date Anniversary following your attainment of Age [95].]

At the Maturity Date, for amounts under your Contract allocated to your Investment Performance Account Value you may elect (i) to apply such amounts to an Annuity Benefit in any form we are then offering as described in Part VII of the Contract; or (ii) to receive a lump sum distribution of the Investment Performance Account Value. If you do not make an election for your Performance Account Value at the Maturity Date, we will apply such amounts as described in Part VII of the Contract.

Unless a Benefit Transaction Date has occurred, at the Maturity Date, for amounts under your Contract allocated to your Protection with Investment Performance Account Value, you may elect to receive GIB Payments resulting from the application of the [6%] GIB Payment Factor shown in the GIB Payment Table to the GIB Benefit Base, as described in Section II. E of this Rider. If you elect payments on a joint life basis, the joint life must be your spouse and the joint life factor will be based on the age of the younger joint life at the Maturity Date, reduced as shown in the GIB Payment Table. You may instead elect to receive your Protection with Investment Performance Account Value in a lump sum distribution or in the form of an Annuity Benefit under Part VII of the Contract. If you so elect, then your Contract, including this GIB Rider, will terminate.

If you do not make an election for your Protection with Investment Performance Account Value at the Maturity Date, we will apply the Protection with Investment Performance Account Value to either (i) or (ii) described below, whichever provides a greater payment:

(i) the Normal Form of Annuity Benefit as described in Part VII of the Contract, or
(ii) a supplementary contract under which we make annual payments in the amount resulting from the application of the [6%] GIB Payment Factor shown in the GIB Payment Table to the GIB Benefit Base, as described in Section II. E of this Rider, on a single life basis.

V. The Cost of this Rider

The current charge for this benefit is [0.95%] of the GIB Benefit Base on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Protection Account Investment Options on a pro rata basis.

On the Benefit Transaction Date described in Section II. E. the charge for this benefit terminates.

VI. Termination Of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination of an Optional Guaranteed Death Benefit Rider(s)."

Automatic Termination of this Rider:

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and 1) the surviving spouse is age [76] or older as of the date of the Owner's death and 2) the Protection with Investment Performance Account Investment Options have no value.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Protection with Investment Performance Account Value, or 2) transfer your entire Protection with Investment Performance Account Value to the Investment Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Protection with Investment Performance Account Investment Options.

In accordance with clause (iii) in the first paragraph of this section, this Rider will not terminate if either of the following occurs:

1. a Contract is owned by a Non-natural Owner, and the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.

2. a Contract is owned by an individual, and the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, stepchild, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

Effect of Termination of this Rider on your Death Benefit

The effect of termination of this Rider on your Death Benefit is described in the "Endorsement Applicable to Termination of an Optional Guaranteed Income Benefit and or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)."

Upon the termination of this Rider, the charge for the Benefit, as shown in Section VI of this Rider, ends.

VII. Special Rules Applicable to your Rider when the Owner is other than an Individual

For Contracts with Non-Natural Owners, lifetime income is guaranteed for the life of the Annuitant. A GIB that by its terms accumulates to the Contract Date Anniversary following the Owner's [95th] birthday will accumulate to the Contract Date Anniversary following the Annuitant's [95th] birthday. Reference to Owner in this Rider would apply to the Annuitant for purposes of determing GIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [95th] birthday will be limited to the Contract Date Anniversary following the Annuitant's [95th] birthday. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GIB will accumulate to the Contract Date Anniversary following the older Joint Annuitant's [95th] birthday. Reference to Owner in this Rider would apply to the older Joint Annuitant for purposes of determing GIB Payments. Also, any reset will be limited to the Contract Date Anniversary following the [95th] birthday of the older Joint Annuitant.

For Contracts with Joint Owners, lifetime income is guaranteed for the life of the older Joint Owner. A GIB that by its terms accumulates to the Contract Date Anniversary following the Owner's [95th] birthday will accumulate to the Contract Date Anniversary following the [95th] birthday of the older Joint Owner. Reference

to Owner in this Rider would apply to the older Joint Owner for purposes of determing GIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [95th] birthday will be limited to the Contract Date Anniversary following the [95th] birthday of the older Joint Owner.

Reports and Notices

At least once each year until the Maturity Date, we will send you a report showing: the GIB Benefit Base and the related GIB Annual Withdrawal Amount described in Section II. B. of this Rider.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records.

Notices sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

AXA EQUITABLE LIFE INSURANCE COMPANY

[[

Christopher M. Condron
Chairman, President and Chief Executive Officer]

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

"GREATER OF" DEATH BENEFIT RIDER

Greater of Annual Rollup to Age [85] GMDB or Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Death Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. The GMDB is derived from a Benefit Base as described in Section II of this Rider. You must allocate amounts to the Protection with Investment Performance Account Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your Protection with Investment Performance Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. B. of this Rider.

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section V).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] Benefit Base. The Protection with Investment Performance Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of this Rider and how this Rider may terminate are described below.

Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

II. Operation of the Guaranteed Minimum Death Benefit

A. Annuity Account Value

"Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your Protection with Investment Performance Account Value and (ii) your Investment Performance Account Value.

"Protection with Investment Performance Account Value" means the sum of the amounts held for you in the Protection with Investment Performance Account Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging designated for transfer to the Protection with Investment Performance Account Investment Options. While Contributions and transfers to your Protection with Investment Performance Account Value create your GMDB Benefit Base as described

in this Rider, your Protection with Investment Performance Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

"Investment Performance Account Value" means the sum of amounts held for you in the Investment Performance Account Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging designated for transfer to the Investment Performance Account Investment Options.

The initial Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to Protection with Investment Performance Account and Investment Performance Account Investment Options. [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options are described in the "Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging."]

B. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section IV. Your GMDB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract ("Contributions and Allocations") to a Protection with Investment Performance Account Investment Option or making a transfer, as described in Part IV of your Contract ("Transfers Among Investment Options") from a Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the Protection with Investment Performance Account Investment Options, they may be transferred only among Protection with Investment Performance Account Investment Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base ("Rollup Benefit Base") and the Highest Anniversary Value to Age [85] Benefit Base ("Highest Anniversary Value Benefit Base"). Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and Highest Anniversary Value Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the Protection with Investment Performance Account Investment Options. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection with Investment Performance Account Investment Options, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and Highest Anniversary Value Benefit Base is more fully described below.

[The following text will appear when the Contract Owner elects the Extra Credit Contract with this Rider]
[Any Credits provided under your Endorsement Applicable to Credits Applied to Annuity Account Value are not used for purposes of determining your Rollup and Highest Anniversary Value Benefit Bases. When you make a Contribution to the Protection with Investment Performance Account Value, only the amount of the Contribution, excluding any Credits, is included in determination of the Benefit Bases. When you make a transfer from the Investment Performance Account Value to the Protection with Investment Performance Account Investment Options, the amount of any Credits that had been applied to the Investment Performance Account Value are considered transferred first and are not included in determination of the Benefit Bases. Transfers to the Protection with Investment Performance Account Value do not increase the Benefit Bases until an amount equal to the total amount of all Credits (before any earnings thereon) that were applied to the Investment Performance Account Value have been transferred to the Protection with Investment Performance Account Value.]

Your Investment Performance Account Value is not used for purposes of determining your GMDB Benefit Base, including any Automatic Reset thereof. If we discontinue transfers and Contributions to the Protection with Investment Performance Account Investment Options, you will not, thereafter, be able to create or add to the GMDB Benefit Base.

Annual Rollup Rate

"Annual Rollup Rate" means the effective [annual] rate resulting from the Ten Year Treasuries Rollup Formula Rate specified in the Data Pages. [Your initial Annual Rollup Rate is shown in the Data Pages and is reset [each Contract Date Anniversary] as described in the Data Pages.] The rollup ends on the Contract Date Anniversary following your [85th] birthday.

Deferral Bonus Rollup Rate

A Deferral Bonus Rollup Rate resulting from the Deferral Bonus Ten Year Treasuries Rollup Formula Rate specified in the Data Pages applies to your GMDB Rollup Benefit Base until a withdrawal is made from your Protection with Investment Performance Account Value. [While the Deferral Bonus Rollup Rate applies, it is reset each Contract Year.] Once a withdrawal is made from your Protection with Investment Performance Account Value, the Deferral Bonus Rollup Rate no longer applies in the Contract Year that the withdrawal is made and all subsequent Contract Years. A Deferral Bonus Rollup Rate has no effect on your GIB Annual Withdrawal Amount.

Annual Rollup Amount

The "Annual Rollup Amount" for purposes of adjusting the GMDB Rollup Benefit Base on a Contract Date Anniversary is equal to the GMDB Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year plus a prorated Annual Rollup Amount for any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the Contract Year. The prorated Annual Rollup Amount is equal to the full Annual Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year.

Deferral Bonus Rollup Amount

The "Deferral Bonus Rollup Amount" for purposes of adjusting the GMDB Rollup Benefit Base on a Contract Date Anniversary is equal to the GMDB Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Bonus Rollup Rate in effect for the first day of the Contract Year plus a prorated Deferral Bonus Rollup Amount for any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the Contract Year. The prorated Deferral Bonus Rollup Amount is equal to the full Deferral Bonus Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Deferral Bonus Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year. Once a withdrawal is made from your Protection with Investment Performance Account Value, no Deferral Bonus Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount

Your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

(i) the GMDB Rollup Benefit Base at the beginning of the Contract Year; plus
(ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year; minus
(iii) any adjustments for Excess Withdrawals (defined below) from the Protection with Investment Performance Account Value during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus
(iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection with Investment Performance Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amount withdrawals from the Protection with Investment Performance Account Value] during the Contract Year; plus
(v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GIB Annual Withdrawal Amount as described in the GIB Rider.

"Excess Withdrawal" means any withdrawal or portion of a withdrawal taken from the Protection with Investment Performance Account Value during a Contract Year that, together with all other amounts withdrawn from the Protection with Investment Performance Account Value during that year, causes the total of such withdrawals to exceed the GIB Annual Withdrawal Amount. *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).*

Annual Adjustment of the GMDB Rollup Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract from the Protection Account, instead of the adjustment described above, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

(i) the GMDB Rollup Benefit Base at the beginning of the Contract Year, plus
(ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year, plus
(iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract from the Protection Account, no Deferral Bonus Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMDB Rollup Benefit Base will be done according to the provision above entitled "Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount."

Automatic Reset of the Rollup Benefit Base

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your Rollup Benefit Base will reset automatically to equal the Protection with Investment Performance Account Value on that Contract Date Anniversary, if the Protection with Investment Performance Account Value is greater than the Rollup Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset Rollup Benefit Base. Resets do not occur after the Contract Date Anniversary following your [85th] birthday, or your Maturity Date, if earlier.

We may increase the charge for this Rider up to the maximum charge provided in Section IV. of this Rider. We will apply the higher charge only if your Rollup Benefit Base increases due to a reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase within the maximum provided in Section IV. We will notify you of the increase in charge at least [45] days prior to the effective date of the increase. You will be provided the opportunity to opt-out of that reset and any future resets. Opting out of a reset will not change the date for future automatic resets if you choose to opt back in. If you opt out of resets, you may opt back in any time [30 days] after the Contract Date Anniversary on which you opted out. You will have until [30 days] before the date the next reset is scheduled to occur to opt back in to automatic resets. Upon a reset following such opt-in, the charge for this Rider will increase to the charge we have in effect at that time. Your request to opt-out or opt-in must be in writing in a form that we accept and received by us within the above time limits. [Any request to opt-out or opt-in will be applicable to this Rider and your GIB Rider.]

C. Highest Anniversary Value to Age [85] Benefit Base ("Highest Anniversary Value Benefit Base")

For the Highest Anniversary Value Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Protection with Investment Performance Account Value is greater than the current Highest Anniversary Value Benefit Base, the Highest Anniversary Value Benefit Base is reset to equal the Protection with Investment Performance Account Value.

III. Effect of Withdrawals on your GMDB Benefit Bases

The Rollup Benefit Base and the Highest Anniversary Value Benefit Base will each be reduced by withdrawals from the Protection with Investment Performance Account Value. The reduction is determined separately for each Benefit Base.

Highest Anniversary Value Benefit Base

[The Highest Anniversary Value Benefit Base will be reduced pro-rata by all withdrawals from your Protection with Investment Performance Account Value.

For the Highest Anniversary Value Benefit Base, a pro-rata reduction is determined as follows:

1) Divide the amount of your withdrawal by your Protection with Investment Performance Account Value immediately preceding the withdrawal;

2) Multiply the fraction calculated in (1) by the amount of your Highest Anniversary Value Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction.] We will make this reduction as of the Transaction Date of each withdrawal.

Rollup Benefit Base

Withdrawals Prior to Age [85]

The Rollup Benefit Base will be reduced as follows. [Prior to completion of your [first] Contract Year, your Rollup Benefit Base will be reduced pro-rata by all withdrawals from your Protection with Investment Performance Account Value.]

[Thereafter,] withdrawal of the amount described below will reduce the Annual Rollup Amount that otherwise would be credited to your Rollup Benefit Base on the Contract Date Anniversary but does not reduce the Rollup Benefit Base.

For each Contract Year, you may take one or more withdrawals from your Protection with Investment Performance Account Value that total no more than an amount equal to:

(a) your GIB Benefit Base at the beginning of the Contract Year; [minus
(b) any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the [four] prior Contract Years;] multiplied by
(c) the GIB Annual Rollup Rate in effect for the first day of the Contract Year.

Withdrawals on and after Age [85]

During the period beginning with the Contract Date Anniversary following your [85th] birthday through the earlier of (i) the Contract Date Anniversary following the date your Protection with Investment Performance Account Value falls to zero, and (ii) your Contract Maturity Date, and (iii) the Contract Date Anniversary following your [95th] birthday, for each Contract Year, you may take one or more withdrawals from your Protection with Investment Performance Account Value that total no more than an amount as described in the previous paragraph, however, such a withdrawal will reduce the Rollup Benefit Base on a dollar for dollar basis.

The portion of any withdrawal in excess of the amounts described above will reduce the Rollup Benefit Base on a pro-rata basis as of the Transaction Date of the withdrawal.

For the Rollup Benefit Base, a pro-rata reduction is determined as follows:

1) Divide the amount of the withdrawal that exceeds the amount described above by your Protection with Investment Performance Account Value immediately preceding the withdrawal;

2) Multiply the fraction calculated in (1) by the amount of your Rollup Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your Rollup Benefit Base by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

[Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code that exceed the GIB Annual Withdrawal Amount for a Contract Year will reduce your Rollup Benefit Base on a dollar for dollar basis ("RMD Withdrawal"). The dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]]

IV. The Cost of This Rider

Guaranteed Minimum Death Benefit: The current charge for this benefit is [0.95%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the Highest Anniversary Value Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.10%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Protection with Investment Performance Account Value on a pro-rata basis.

V. Termination Provision of This Rider

Upon the occurrence of any of the following, this Rider and any charge associated herewith will terminate: (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or (viii) your GIB Rider terminates, or (ix) the Protection with Investment Performance Account Value under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Protection with Investment Performance Account Value, or 2) transfer your entire Protection with Investment Performance Account Value to the Investment Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Protection with Investment Performance Account Investment Options.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.

2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

VI. Effect of the GIB Rider's Termination on This Rider

If the GIB Rider terminates, this Rider will terminate automatically as described in the *Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or Guaranteed Minimum Death Benefit Rider*.

VII. Special Rules Applicable to your Rider when Ownership of the Contract is other than on an Individual Basis

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the Annuitant. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate

to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant and any reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

VIII. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

Christopher M. Condron
Chairman, President and Chief Executive Officer]

[

Karen Field Hazin
Vice President, Secretary and Associate General Counsel]

[Rider attached to and forming a part of your Contract issued by AXA EQUITABLE LIFE INSURANCE COMPANY ("AXA EQUITABLE").

AXA EQUITABLE LIFE INSURANCE COMPANY

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

The following text above the black line will appear only if this rider is elected by the Owner after the Contract Date

[GMDB Rider Data

Contract Number: [09-999-999]

GMDB Rider Effective Date: [September 15, 2015]

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]
[Joint Owner:] **[JANE DOE]** Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]
[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

As of this Rider's Effective Date, the information shown above supersedes the information in the Data Pages of your Contract to the extent of any difference.]

AXA EQUITABLE LIFE INSURANCE COMPANY

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is [your Contract Date.]

I. This Rider's Guaranteed Minimum Death Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. The GMDB is derived from a Benefit Base as described in Section II of this Rider. You must allocate amounts to the Protection with Investment Performance Account Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your Protection with Investment Performance Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. B. of this Rider.

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section VI.).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] Benefit Base. The Rider describes the operation of the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

II. Operation of the Guaranteed Minimum Death Benefit

A. Annuity Account Value

"Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your Protection with Investment Performance Account Value and (ii) your Investment Performance Account Value.

"Protection with Investment Performance Account Value" means the sum of the amounts held for you in the Protection with Investment Performance Account Investment Options, and if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging to be transferred to the Protection Account Variable Investment Options. While Contributions and transfers to your Protection with Investment Performance Account Value create your GMDB as described in this Rider, your Protection with Investment Performance Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

"Investment Performance Account Value" means the sum of amounts held for you in the Investment Performance Account Investment Options and, if you have elected the Special [Money Market] Dollar Cost Averaging Program, the portion of the account for Special [Money Market] Dollar Cost Averaging to be transferred to the Investment Performance Account Investment Options.

The initial Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to the Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options. [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Option are described in the "Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging."]

B. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section V. Your GMDB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract ("Contributions and Allocations") or making a transfer, as described in Part IV of your Contract ("Transfers Among Investment Options") from an Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the Protection with Investment Performance Account Investment Option, they may be transferred only among these Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the Highest Anniversary Value to Age [85] Benefit Base ("Highest Anniversary Value Benefit Base"). Your initial Highest Anniversary Value Benefit Base is equal to your initial Contribution or transfer to the Protection with Investment Performance Account Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your Highest Anniversary Value Benefit Base is described below.

[The following text will appear when the Contract Owner elects the Extra Credit Contract with this Rider]
[Any Credits provided under your Endorsement Applicable to Credits Applied to Annuity Account Value are not used for purposes of determining your Highest Anniversary Value Benefit Base. When you make a Contribution to the Protection with Investment Performance Account Value, only the amount of the Contribution, excluding any Credits, is included in determination of the Benefit Base. When you make a transfer from the Investment Performance Account Value to the Protection with Investment Performance Account Investment Options, the amount of any Credits that had been applied to the Investment Performance Account Value are considered transferred first and are not included in determination of the Benefit Base. Transfers to the Protection with Investment Performance Account Value do not increase the Benefit Base until an amount equal to the total amount of all Credits (before any earnings thereon) that were applied to the Investment Performance Account Value have been transferred to the Protection with Investment Performance Account Value.]

Your Investment Performance Account Value is not used for purposes of determining your Highest Anniversary Value Benefit Base. If we discontinue transfers and Contributions to the Protection with Investment Performance Account Investment Option, you will not, thereafter, be able to create or add to the Highest Anniversary Value Benefit Base.

III. Highest Anniversary Value Benefit Base

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Protection with Investment Performance Account Value is greater than the current Highest Anniversary Value Benefit Base, the Highest Anniversary Value Benefit Base is reset to equal the Protection with Investment Performance Account Value.

IV. Effect of Withdrawals on your Highest Anniversary Value Benefit Base

The Highest Anniversary Value Benefit Base will be reduced pro-rata by withdrawals from the Protection with Investment Performance Account Value.

A pro-rata reduction is determined as follows:

1) Divide the amount of the withdrawal by your Protection with Investment Performance Account Value immediately preceding the withdrawal;

2) Multiply the fraction calculated in (1) by the amount of your Highest Anniversary Value Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

V. The Cost of This Rider

The charge for this benefit is [0.25%] of the Highest Anniversary Value Benefit Base. This charge is based on the Highest Anniversary Value Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Protection with Investment Performance Account Value on a pro-rata basis.

VI. Termination Provision of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)."

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or (viii) the Protection with Investment Performance Account Value under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Protection with Investment Performance Account Value, or 2) transfer your entire Protection with Investment Performance Account Value to the Investment Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Protection with Investment Performance Account Investment Options.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.

2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

[Effect of Termination or Change of this Rider on your Death Benefit]

[Your Death Benefit is terminated automatically when this Rider is terminated. If you wish to change your Death Benefit, you may do so as described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)."]

Upon the termination of this Rider, the charge for the Benefit, as shown in Section V. of this Rider, ends.

VII. Special Rules Applicable to your Rider when the Owner is other than an Individual

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the Annuitant. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant and any optional reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

VIII. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

Christopher M. Condron
Chairman, President and Chief Executive Officer]

[

Karen Field Hazin
Vice President, Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO A CHARITABLE REMAINDER TRUST

When issued with this Endorsement, the definition of "Free Withdrawal Amount" in Section 8.01 of this Contract is amended as follows :

> "Free Withdrawal Amount" means the greater of (1) the current Annuity Account Value, less Contributions that have not been deemed withdrawn and (2) the Free Withdrawal Amount as specified in the Data pages.

AXA EQUITABLE LIFE INSURANCE COMPANY

[Christopher M. Condron
Chairman and Chief Executive Officer]

[Karen Field Hazin
Senior Vice President, Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT
APPLICABLE TO THE TERMINATION OF AN OPTIONAL GUARANTEED INCOME BENEFIT AND/OR THE TERMINATION OR CHANGE OF AN OPTIONAL GUARANTEED MINIMUM DEATH BENEFIT RIDER(S)

This Endorsement is part of your Contract, and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

As described in your Guaranteed Income Benefit ("GIB") and/or Guaranteed Minimum Death Benefit ("GMDB") Rider(s), you may elect to terminate or change such Rider(s) after issue of this Contract. The following tables illustrate the options available to you upon such termination or change, as applicable. The terms and conditions for termination or change vary based on whether or not you have allocated amounts to the Protection with Investment Performance Account Investment Options prior to terminating your Rider(s). For purposes of this Endorsement we refer to (i) the termination of a Rider before amounts are allocated to the Protection with Investment Performance Account Investment Options as a "Pre-Funding Termination" and (ii) the termination or change of a Rider after amounts are allocated to the Protection with Investment Performance Account Investment Options as a "Post-Funding Termination."

Pre-Funding Termination of the GIB/GMDB

Prior to allocating amounts to the Protection with Investment Performance Account Investment Options, you may terminate your GIB or GMDB, or change your GMDB. Your GMDB cannot be terminated or changed without first terminating your GIB. A pre-funding termination of ***all*** elected optional riders will default your Contract to the Return of Principal GMDB. The table on page 2 of this Endorsement shows the effect of a pre-funding termination or change on your Contract.

Post-Funding Termination of the GIB/GMDB

[Applicable to B, CP and L Share Contracts]

[If you allocate amounts to the Protection with Investment Performance Account Investment Options at issue and all Withdrawal Charges have expired under your Contract, you may terminate your GIB and GMDB or terminate your GIB and retain your GMDB. If you allocated amounts to your Protection with Investment Performance Account Investment Options after issue, you may not terminate or change Riders until the later of (i) expiration of Withdrawal Charges under your Contract and (ii) the Contract Date Anniversary following such allocation. The table on page 3 shows the effect of a post-funding termination or change on your Contract.]

AXA EQUITABLE LIFE INSURANCE COMPANY

[Christopher M. Condron
Chairman and Chief Executive Officer]

[Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ICC10GBENDO2

Key: For purposes of the tables below, the following abbreviations apply:

1. "**GIB**" = Guaranteed Income Benefit
2. "**GMDB**" = Guaranteed Minimum Death Benefit
3. "**ROP**"= Return of Principal
4. "**HAV**" = Highest Anniversary Value

Effect of Pre-Funding Termination of the GIB/GMDB

	If your Contract has:	And you terminate on a Pre-Funding Basis	Then	And Subsequently
1.	▪ GIB ***and*** ▪ ROP GMDB	GIB	▪ ROP GMDB remains effective on your Contract **or** ▪ ROP GMDB can be changed for the HAV GMDB.	▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If ROP GMDB was changed for the HAV GMDB, the HAV GMDB can be terminated either pre- or post-funding at a later date.
2a.	▪ GIB ***and*** ▪ HAV GMDB	GIB	▪ HAV GMDB remains effective on your Contract **or** ▪ The HAV GMDB can be changed for the ROP GMDB.	▪ You may terminate the HAV GMDB pre or post-funding at a later date. ▪ If the HAV GMDB was changed for the ROP GMDB, the ROP GMDB can only be terminated post-funding.
2b.	▪ GIB ***and*** ▪ HAV GMDB	Both benefits	▪ The ROP GMDB becomes effective on your Contract.	▪ The ROP GMDB can only be terminated post-funding.
3a.	▪ GIB ***and*** ▪ "Greater of" GMDB	GIB	▪ The ROP GMDB becomes effective on your Contract ***unless…*** ▪ …You elect the HAV GMDB	▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If the HAV GMDB is elected, it can be terminated either pre or post-funding at a later date.
3b.	▪ GIB ***and*** ▪ "Greater of" GMDB	Both benefits	▪ The ROP GMDB becomes effective on your Contract ***unless*** ▪ You elect the HAV GMDB	▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If the HAV GMDB is elected, it can be terminated either pre or post-funding at a later date.
4.	▪ ROP GMDB	N/A	▪ The ROP GMDB can only be terminated post-funding.	N/A
5.	▪ HAV GMDB	HAV GMDB	▪ The ROP GMDB becomes effective on your Contract.	▪ The ROP GMDB can only be terminated post-funding.

A pre-funding termination of the GIB without also terminating the GMDB will provide you with a "standalone" GMDB. If the GMDB is changed after terminating the GIB, a replacement GMDB rider will be mailed to you.

Post-Funding Termination of the GIB/GMDB

	If Contract has	And you terminate on a Post-Funding Basis	Then	And Subsequently
1a.	▪ GIB ***and*** ▪ ROP GMDB	GIB	▪ ROP GMDB remains effective on your Contract.	▪ You may terminate the ROP GMDB at a later date by making a withdrawal/one time transfer.
1b.	▪ GIB ***and*** ▪ ROP GMDB	Both benefits	▪ You may make a one time transfer from the Protection with Investment Performance Account Value to the Investment Performance Account Value or withdraw the Protection with Investment Performance Account Value.	N/A
2a.	▪ GIB ***and*** ▪ HAV GMDB	GIB	▪ HAV GMDB remains effective on your Contract.	▪ You may terminate the HAV GMDB at a later date by making a withdrawal/one time transfer.
2b.	▪ GIB ***and*** ▪ HAV GMDB	Both benefits	▪ You may make a one time transfer from the Protection with Investment Performance Account Value to the Investment Performance Account Value or withdraw the Protection with Investment Performance Account Value.	N/A
3a.	▪ GIB ***and*** ▪ "Greater of" GMDB	GIB	▪ The ROP GMDB becomes effective on your Contract. ▪ The value of the GMDB will be all contributions/transfers to the Protection with Investment Performance Account Value adjusted for withdrawals.	▪ You may terminate the ROP GMDB at a later date.
3b.	▪ GIB ***and*** ▪ "Greater of" GMDB	Both benefits	▪ You may make a one time transfer from the Protection with Investment Performance Account Value to the Investment Performance Account Value or withdraw the Protection with Investment Performance Account Value.	N/A
4.	▪ ROP GMDB	ROP GMDB	▪ You may make a one time transfer from the Protection with Investment Performance Account Value to the Investment Performance Account Value or withdraw the Protection with Investment Performance Account Value.	N/A
5.	▪ HAV GMDB	HAV GMDB	▪ You may make a one time transfer from the Protection with Investment Performance Account Value to the Investment Performance Account Value or withdraw the Protection with Investment Performance Account Value.	N/A

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO QUALIFIED DEFINED BENEFIT PLANS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as a "Qualified Plan Contract" to a trust under a Defined Benefit plan which meets the requirements of Section 401(a) of the Code.

The Effective Date of this Endorsement is your Contract Date.

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

The Annuitant must be a participant under the Plan.

SECTION 1.12 EMPLOYER

The existing Section is replaced with the following:

"Employer" means an Employer that has adopted a Plan qualified under Section 401(a) of the Code.

SECTION 1.17 OWNER

The existing Section is replaced with the following:

"Owner" means the trust for the Plan named in the Data pages. Individual Owners are not permitted.

SECTION 1.18 PLAN

The existing Section is replaced with the following:

"Plan" means a defined benefit plan that is established, maintained and qualified under Section 401(a) of the Code. The Plan is named in the Data pages.

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The following is added at the end of the existing Section:

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

This Qualified Plan Contract accepts only transfer contributions from other assets or investments under the existing defined benefit qualified plan trust. The amount to be transferred is to be determined by the Plan's actuary in accordance with the Plan. Checks written on accounts held in the name of the Employer instead of the Plan or the trust will not be accepted. We do not accept contributions from the employee participant or contributions directly from the Employer.

PART V - WITHDRAWALS AND TERMINATION

SECTION 5.01 WITHDRAWALS

The following replaces the second paragraph of the existing Section:

On the Transaction Date, we will pay to the Owner the amount of the withdrawal requested or, if less, the Cash Value. The amount to be paid plus any Withdrawal Charge which applies (see Section 8.01) will be withdrawn on a pro-rata basis from the amounts held for you in the Investment Options, unless you elect otherwise and unless otherwise stated in the Data Pages.

SECTION 5.02 CONTRACT TERMINATION

The following is added at the end of the existing Section:

(d) The Owner directs us to pay out the Cash Value under this Contract.

(e) The Plan ceases to be a Qualified Plan.

SECTION 5.03 LOANS

The following new Section is added at the end of Part V:

Loans are not available under this Qualified Plan Contract.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of existing Section:

The Owner of this Contract must be the Beneficiary.

SECTION 6.02 PAYMENT UPON DEATH

The following sentence is added at the beginning of the existing Section:

"You" in this Section refers to the Annuitant.

PART VII – ANNUITY BENEFITS

The existing Table of Guaranteed Annuity Payments is replaced with the Table of Guaranteed Annuity Payments shown in Attachment A to this endorsement.

PART IX - GENERAL PROVISIONS

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced with the following:

The Ownership of this Contract cannot be changed.

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced with the following:

This Contract and any amounts payable pursuant to this Contract may not be sold, assigned, pledged, transferred, discounted, commuted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation, except as permitted under applicable law. This restriction does not apply to actions required by a qualified domestic relations order as defined in Section 414(p) of the Code.

SECTION 9.11 OWNER'S RESPONSIBILITY

The following new Section is added at the end of Part IX:

We will not make any payment under this Contract without instructions from the Owner in a form we accept and we will be fully discharged from any liability with respect thereto to the extent such payments are made pursuant to such instructions.

Further, it is the Owner's responsibility to determine that any payments under the Contract, including but not limited to the Annuity Benefit form elected and the payment intervals, are permitted under the terms of the Plan, the Employee Retirement Income Security Act 1974, the Code and any other applicable laws, rules and regulations.

SECTION 9.12 PLAN QUALIFICATION

The following new Section is added at the end of Part IX:

A "Qualified Plan" is a plan that meets the requirements for qualification under Section 401(a) of the Code, and is a defined benefit plan. The Owner is to provide evidence satisfactory to us that the Plan meets the requirements of Section 401(a) and is a Qualified Plan. If at any time the Plan is no longer a Qualified Plan, the Owner is to give us prompt written notice thereof.

If the Owner gives notice that the Plan is no longer a Qualified Plan, then upon at least thirty days advance written notice to the Owner, we will terminate the Contract under Part V and pay the Cash Value to the Owner.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

Christopher M. Condron
Chairman and Chief Executive Officer]

[

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

Attachment A
TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Life Annuity Form with Ten* Years Certain provided by application of $1,000.

Ages	Monthly Income Unisex	Ages	Monthly Income Unisex
60	2.78	78	4.07
61	2.83	79	4.17
62	2.88	80	4.28
63	2.93	81	4.42
64	2.99	82	4.57
65	3.04	83	4.73
66	3.10	84	4.89
67	3.16	85	5.07
68	3.23	86	5.26
69	3.30	87	5.45
70	3.37	88	5.65
71	3.44	89	5.86
72	3.52	90	6.07
73	3.60	91	6.29
74	3.69	92	6.52
75	3.78	93	6.76
76	3.87	94	7.02
77	3.96	95	7.30

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of $1,000

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.45	2.47	2.48	2.50	2.52	2.53	2.55	2.56	2.58	2.59	2.60
61		2.49	2.50	2.52	2.54	2.55	2.57	2.59	2.60	2.62	2.63
62			2.52	2.54	2.56	2.58	2.59	2.61	2.63	2.64	2.66
63				2.56	2.58	2.60	2.62	2.64	2.65	2.67	2.69
64					2.60	2.62	2.64	2.66	2.68	2.70	2.72
65						2.64	2.67	2.69	2.71	2.73	2.74
66							2.69	2.71	2.73	2.75	2.77
67								2.73	2.76	2.78	2.80
68									2.78	2.81	2.83
69										2.83	2.86
70											2.89

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.5% interest and mortality equal to 61% for males and 57% for females of the Annuity 2000 Mortality Table projected at 1.5% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO QUALIFIED DEFINED CONTRIBUTION PLANS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as a "Qualified Plan Contract" to a trust under a defined contribution plan which meets the requirements of Section 401(a) of the Code.

The Effective Date of this Endorsement is your Contract Date.

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

The Annuitant must be a participant under the Plan.

SECTION 1.12 EMPLOYER

The existing Section is replaced with the following:

"Employer" means an Employer that has adopted a Plan qualified under Section 401(a) of the Code.

SECTION 1.17 OWNER

The existing Section is replaced with the following:

"Owner" means the trust for the Plan named in the Data pages. Individual Owners are not permitted.

SECTION 1.18 PLAN

The existing Section is replaced with the following:

"Plan" means a defined contribution plan that is established, maintained and qualified under Section 401(a) of the Code. The Plan is named in the Data pages.

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The following is added at the end of the existing Section:

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

This Qualified Plan Contract accepts only transfer contributions from other assets or investments under the existing defined contribution qualified plan trust. Checks written on accounts held in the name of the Employer instead of the Plan or the trust will not be accepted. We do not accept contributions from the employee participant or contributions directly from the Employer. If the Plan contains a cash or deferred arrangement qualified under Section 401(k) of the Code, no employee after-tax contributions are accepted, and no "designated Roth contribution account" is available under this Qualified Plan Contract.

PART V - WITHDRAWALS AND TERMINATION

SECTION 5.02 CONTRACT TERMINATION

The following paragraph is added at the end of the existing Section:

(d) The Owner directs us to pay out the Cash Value under this Contract.

(e) The Plan ceases to be a Qualified Plan.

SECTION 5.03 SPECIAL CHANGE OF OWNERSHIP RULES

The following new Section is added at the end of Part V:

If the Owner instructs us that a distribution of this Contract is being made to the Annuitant from the Plan, then the Contract will cease to be a Qualified Plan Contract and will be converted to an individual retirement annuity contract or another appropriate contract according to our rules in effect at the time. The converted Contract will have the same Contract Date as this Contract.

SECTION 5.04 LOANS

The following new Section is added at the end of Part V:

Loans are not available under this Qualified Plan Contract.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following paragraph is added at the end of existing Section:

The Owner of this Contract must be the Beneficiary. After the death of the Annuitant but before the Death Benefit is paid, the Owner may instruct us in writing in a form we accept to make the Death Benefit payable to the Annuitant's beneficiary under the Plan.

SECTION 6.02 PAYMENT UPON DEATH

The following sentence is added at the beginning of the existing Section:

"You" in this Section refers to the Annuitant.

PART VII – ANNUITY BENEFITS

The existing Table of Guaranteed Annuity Payments is replaced with the Table of Guaranteed Annuity Payments shown in Attachment A to this endorsement.

PART IX - GENERAL PROVISIONS

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced with the following:

Except as described in Section 5.03, the Ownership of this Contract cannot be changed.

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is deleted and replaced with the following:

This Contract and any amounts payable pursuant to this Contract may not be sold, assigned, pledged, transferred, discounted, commuted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation, except as permitted under applicable law. This restriction does not apply to actions required by a qualified domestic relations order as defined in Section 414(p) of the Code.

SECTION 9.11 OWNER'S RESPONSIBILITY

The following new Section is added at the end of Part IX:

We will not make any payment under this Contract without instructions from the Owner in a form we accept and we will be fully discharged from any liability with respect thereto to the extent such payments are made pursuant to such instructions.

The Owner is responsible for requesting any payments to meet required minimum distribution rules under Section 401(a)(9) of the Code.

SECTION 9.12 PLAN QUALIFICATION

The following new Section is added at the end of Part IX:

A "Qualified Plan" is a plan that meets the requirements for qualification under Section 401(a) of the Code, and is a defined contribution plan. The Owner is to provide evidence satisfactory to us that the Plan meets the requirements of Section 401(a) and is a Qualified Plan. If at any time the Plan is no longer a Qualified Plan, the Owner is to give us prompt written notice thereof.

If the Owner gives notice that the Plan is no longer a Qualified Plan, then upon at least thirty days advance written notice to the Owner, we will terminate the Contract under Part V and pay the Cash Value to the Owner.

AXA EQUITABLE LIFE INSURANCE COMPANY

[[

Christopher M. Condron
Chairman and Chief Executive Officer]

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

Attachment A
TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Life Annuity Form with Ten* Years Certain provided by application of $1,000.

Ages	Monthly Income Unisex	Ages	Monthly Income Unisex
60	2.78	78	4.07
61	2.83	79	4.17
62	2.88	80	4.28
63	2.93	81	4.42
64	2.99	82	4.57
65	3.04	83	4.73
66	3.10	84	4.89
67	3.16	85	5.07
68	3.23	86	5.26
69	3.30	87	5.45
70	3.37	88	5.65
71	3.44	89	5.86
72	3.52	90	6.07
73	3.60	91	6.29
74	3.69	92	6.52
75	3.78	93	6.76
76	3.87	94	7.02
77	3.96	95	7.30

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of $1,000.

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.45	2.47	2.48	2.50	2.52	2.53	2.55	2.56	2.58	2.59	2.60
61		2.49	2.50	2.52	2.54	2.55	2.57	2.59	2.60	2.62	2.63
62			2.52	2.54	2.56	2.58	2.59	2.61	2.63	2.64	2.66
63				2.56	2.58	2.60	2.62	2.64	2.65	2.67	2.69
64					2.60	2.62	2.64	2.66	2.68	2.70	2.72
65						2.64	2.67	2.69	2.71	2.73	2.74
66							2.69	2.71	2.73	2.75	2.77
67								2.73	2.76	2.78	2.80
68									2.78	2.81	2.83
69										2.83	2.86
70											2.89

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.5% interest and mortality equal to 61% for males and 57% for females of the Annuity 2000 Mortality Table projected at 1.5% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO SPECIAL DOLLAR COST AVERAGING

This Endorsement is part of your Contract, and its provisions apply in lieu of any Contract provisions to the contrary.

In this Endorsement, "we", "our", and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

SPECIAL DOLLAR COST AVERAGING PROGRAM

You may elect to participate in a Special Dollar Cost Averaging ("DCA") Program at any time.

Under a Special DCA Program you allocate all of your Contribution to an interest bearing account for the program. You may designate either or both the Investment Performance Account Investment Option and the Protection with Investment Performance Account Investment Option as the designated Investment Options for the Special DCA Program.

We transfer a portion of each amount allocated to the account for Special DCA, including accrued interest, to the Investment Options according to your allocation instructions on a systematic [monthly] basis, such that all amounts are transferred out of the account by the end of the program. Your transfer percentages must comply with the Investment Option Allocation Limits shown in your Contract. Your current allocation instructions on file for your Contract become your allocation instructions for the Special DCA Program and establish the split of transfers from your Special DCA Account between the Protection with Investment Performance Account Value and Investment Performance Account Value as well as allocations to particular Investment Options. Subsequent changes to your allocation instructions may not change the allocation split between the Protection with Investment Performance Account Value and Investment Performance Account Value that has been established for your program. However, such changes may change your destination Investment Options within the Protection with Investment Performance Account Value and/or the Investment Performance Account Value. Transfers will be made on a first-in first-out (fifo) basis. Each program is for a [three, six, or twelve month] period or such other period we may make available to you in the future. The minimum initial amount that you may allocate to a Special DCA program is [$2,000.] You may elect to make subsequent Contributions to an existing Special DCA Program [in the first Contract Year]. The minimum subsequent Contribution amount that may be made to an existing program is [$250.] Subsequent Contributions to an existing Special DCA Program will not extend the expiration date of that program.

You may have only one Special DCA Program in effect at a time. At the expiration of a Special DCA Program, you may start a new program with a new Contribution [in the first Contract Year].

Any amount held in an account for Special DCA becomes part of our general assets, which support the guarantees of this Contract and other contracts. We will credit the amount of each Contribution allocated to and remaining in an account for Special DCA with interest at the effective annual rate that was applicable to your program on the Transaction Date of the Contribution. We may set different rates for programs of different duration.

Transfer Rules

You may not transfer Annuity Account Value into a Special DCA Program. You may not transfer a Special DCA Program into another Special DCA Program [or into the Guaranteed Interest Option.] [Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages.] Any request by you to transfer amounts out of an account for Special DCA, other than your regularly scheduled transfers to the Investment Options as part of a Special DCA Program, will terminate that Special DCA Program. Any amount remaining in the account for Special DCA after such a transfer will be transferred to the destination Investment Options according to your allocation instructions on file.

Effect of Transfers to the Protection Account Variable Investment Options

Contributions to the Account for Special DCA scheduled to be transferred into the Protection with Investment Performance Account Investment Options over the duration of the program will increase your GIB and GMDB Benefit Base as of the effective date you contribute to a Special DCA Program.

Effect of Withdrawals

Except for withdrawals made under our Automatic RMD Withdrawal Service and Substantially Equal Withdrawal Programs, any withdrawal from an account for Special DCA will terminate that Special DCA Program. Any amounts remaining in the account for Special DCA after the program terminates because of such a withdrawal will be transferred to the destination Investment Options according to your allocation instructions on file. Any withdrawal which results in a reduction in the Special DCA amount previously included in your GIB and GMDB Benefit Bases will reduce the benefit base as described in any applicable optional rider attached to your Contract.

Effect of Termination of an Optional Guaranteed Income Benefit Rider and/or Guaranteed Death Benefit Rider

If you terminate all optional benefit riders, after you have allocated contributions to the Protection with Investment Performance Account Investment Options, any amount remaining in the account for Special DCA designated for the Protection with Investment Performance Account Investment Options will be defaulted to corresponding Investment Options under the Investment Performance Account Value. Alternatively, you may terminate the Special DCA program and all amounts destined for the Protection with Investment Performance Account Investment Options will be transferred to corresponding Investment Performance Account Investment Options on an accelerated basis.

Effect of Voluntary Termination of the Special DCA Program

If you terminate the Special DCA program any amounts in the Account for Special DCA will be transferred to the destination Investment Options on an accelerated basis as of the Transaction Date that the program is cancelled.

AXA EQUITABLE LIFE INSURANCE COMPANY

[[

Christopher M. Condron
Chairman, President and Chief Executive Officer]

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ICC10SDCA1

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO
CREDITS APPLIED TO ANNUITY ACCOUNT VALUE

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Endorsement which are introduced below. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Endorsement" means this Endorsement.

The Effective Date of this Endorsement is your Contract Date.

Subject to the terms and conditions of this Endorsement, this Contract provides for an amount, referred to as a "Credit," to be allocated to your Annuity Account Value on the Transaction Date of each Contribution under *this flexible premium deferred fixed and variable Annuity Contract as described below.*

Credits

Each Credit is a percentage of the Contribution to which it relates. Each Credit is allocated pro rata to the Investment Options in the same proportions as the Contribution to which it relates. If you exercise your right to cancel this Contract (as described on the Contract's cover page) the amount payable will be reduced by the amount of the Credit. However, the amount payable will reflect any investment gain or loss applicable to the Credit.

The applicable *Credit Percentage* is based on total Contributions during the first [twelve months] less any withdrawals during the first [twelve months], determined from the following table:

Expected First [twelve months] Total Contribution Received	**Credit Percentage applied to all Contributions**
[Less than $350,000]	[4%]
[$350,000 and greater]	[5%]

Conditions Relating to Credits

1. The amount applied to an Annuity Benefit will be reduced by any Credits applicable to subsequent Contributions made during the [three years] immediately preceding the Transaction Date amounts are applied to an Annuity Benefit.

2. The Transaction Date on which amounts are applied to an Annuity Benefit may not be earlier than the [fifth Contract Date Anniversary.]

3. A Credit will apply to a subsequent Contribution only to the extent that the sum of that Contribution and prior Contributions to which no Credit was applied exceeds the sum of all withdrawals under your Contract.

4. If a Death Benefit is payable as described in Section 6.02 of the Contract and any applicable Endorsement or Rider, during the [twelve month] period following our receipt of a Contribution to which a Credit was applied, such Credit will be deducted on a pro rata basis from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option. This deduction will occur on the Payment Transaction Date. If there is more than one Beneficiary under the Contract, the date of receipt of due proof and other beneficiary requirements first received by us from a Beneficiary is the date we use to determine the deduction of such Credit. For the purpose of any Death Benefit provision of your Contract that compares the Annuity Account Value with any other applicable Death Benefit, including any optional rider(s), the Annuity Account Value used in the comparison will reflect a reduction equal to the amount of such Credit. Credits are deducted from the Annuity Account Value before any such comparison is made.

5. Any amount transferred from a Prior Contract in which a Credit was previously applied, is not eligible for an additional Credit on the amount transferred to this Contract.

[If an Expected First [twelve months] Contribution Amount is indicated in the Data Pages:

If an Expected First [twelve months] Contribution Amount is indicated in the Data Pages, the amount indicated will be used initially to determine your Credit Percentage from the above table. If an additional Contribution received during the first [twelve months] brings your Expected First [twelve months] Total Contributions to a level that qualifies you for a higher Credit Percentage, the higher Credit Percentage will be applied to all Contributions, and an adjustment for prior Credits will be made on the Transaction Date of such additional Contribution. The amount of such adjustment will be equal to the difference in the Credit Percentages multiplied by the total Contributions to which the lower rate had been applied. This amount will be allocated among the Investment Options in the same proportion as such additional Contributions. On the first Contract Date Anniversary, we will compare your Expected First [twelve months] Contribution Amount indicated in the Data Pages to the actual amount you contributed in the first [twelve months]. If the credit percentage applicable to the Expected First [twelve months] Total Contributions is less than the credit percentage applied based on the Expected First [twelve months] Contribution Amount indicated in the Data Pages, we will recover an amount equal to the difference in the Credit Percentages multiplied by the total Contributions to which the higher rate had been applied.]

[If an Expected First [twelve months] Contribution Amount is not indicated in the Data Pages:

If an Expected First [twelve months] Contribution Amount is not indicated in the Data Pages, the amount of the initial Contribution will be used initially to determine your Credit Percentage from the above table. If an additional Contribution received during the first [twelve months] brings your Expected First [twelve months] Total Contributions to a level that qualifies you for a higher Credit Percentage, the higher Credit Percentage will be applied to all Contributions, and an adjustment for prior Credits will be made on the Transaction Date of such additional Contribution. The amount of such adjustment will be equal to the difference in the Credit Percentages multiplied by the total Contributions to which the lower rate had been applied. This amount will be allocated among the Investment Options in the same proportion as such additional Contribution.]

The Credit Percentage applied to each Contribution after the first [twelve months] will be the Credit Percentage in effect on the first Contract Date Anniversary.

For purposes of this Endorsement, a "subsequent Contribution" is any Contribution after the initial Contribution.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

Christopher M. Condron
President, Chairman and Chief Executive Officer]

[

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO SPECIAL MONEY MARKET DOLLAR COST AVERAGING

The term "Contract" as used in this Endorsement applies to either a Contract or Certificate. This Endorsement is part of your Contract, and its provisions apply in lieu of any Contract provisions to the contrary.

In this Endorsement, "we", "our", and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

SPECIAL MONEY MARKET DOLLAR COST AVERAGING PROGRAM

You may elect to participate in a Special Money Market Dollar Cost Averaging ("DCA") Program at any time.

Under a Special Money Market DCA Program you allocate all of your Contribution to an account which is part of the EQ Money Market Variable Investment Option for the program. You may designate either or both the Investment Performance Account Investment Option and the Protection with Investment Performance Account Investment Option as the designated Investment Options for the Special Money Market DCA Program.

We transfer a portion of each amount allocated to the account for Special Money Market DCA to the Investment Options according to your allocation instructions on a systematic [monthly] basis, such that all amounts are transferred out of the account by the end of the program. Your transfer percentages must comply with the Investment Option Allocation Limits shown in your Contract. Your current allocation instructions on file for your Contract become your allocation instructions for the Special Money Market DCA Program and establish the split of transfers from your Special Money Market DCA Account between the Protection with Investment Performance Account Value and Investment Performance Account Value as well as allocations to particular Investment Options. Subsequent changes to your allocation instructions may not change the allocation split between the Protection with Investment Performance Account Value and Investment Performance Account Value that has been established for your program. However, such changes may change your destination Investment Options within the Protection with Investment Performance Account Value and/or the Investment Performance Account Value. Transfers will be made on a first-in first-out (fifo) basis. Each program is for a [three, six, or twelve month] period or such other period we may make available to you in the future. The minimum initial amount that you may allocate to a Special Money Market DCA program is [$2,000.] You may elect to make subsequent Contributions to an existing Special Money Market DCA Program [in the first Contract Year]. The minimum subsequent Contribution amount that may be made to an existing program is [$250.] Subsequent Contributions to an existing Special Money Market DCA Program will not extend the expiration date of that program.

You may have only one Special Money Market DCA Program in effect at a time. At the expiration of a Special Money Market DCA Program, you may start a new program with a new Contribution [in the first Contract Year].

Transfer Rules

You may not transfer Annuity Account Value into a Special Money Market DCA Program. You may not transfer a Special Money Market DCA Program into another Special Money Market DCA Program [or into the

Guaranteed Interest Option.] [Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages.] Any request by you to transfer amounts out of an account for Special Money Market DCA, other than your regularly scheduled transfers to the Investment Options as part of a Special Money Market DCA Program, will terminate that Special Money Market DCA Program. Any amount remaining in the account for Special Money Market DCA after such a transfer will be transferred to the destination Investment Options according to your allocation instructions on file.

Effect of Transfers to the Protection Account Variable Investment Options

Contributions to the Account for Special Money Market DCA scheduled to be transferred into the Protection with Investment Performance Account Investment Options over the duration of the program will increase your GMIB and GMDB Benefit Base as of the effective date you contribute to a Special Money Market DCA Program.

Effect of Withdrawals

Except for withdrawals made under our Automatic RMD Withdrawal Service, any withdrawal from an account for Special Money Market DCA will terminate that Special Money Market DCA Program. Any amounts remaining in the account for Special Money Market DCA after the program terminates because of such a withdrawal will be transferred to the destination Investment Options according to your allocation instructions on file. Any withdrawal which results in a reduction in the Special Money Market DCA amount previously included in your GMIB and GMDB Benefit Bases will reduce the benefit base as described in any applicable optional rider attached to your Contract.

Effect of Termination of an Optional Guaranteed Income Benefit Rider and/or Guaranteed Death Benefit Rider

If you terminate all optional benefit riders, after you have allocated contributions to the Protection with Investment Performance Account Investment Options, any amount remaining in the account for Special Money Market DCA designated for the Protection with Investment Performance Account Investment Options will be defaulted to corresponding Investment Options under the Performance Account. Alternatively, you may terminate the Special Money Market DCA program and all amounts destined for the Protection with Investment Performance Account Investment Options will be transferred to corresponding Investment Performance Account Investment Options on an accelerated basis.

Effect of Voluntary Termination of the Special Money Market DCA Program

If you terminate the Special Money Market DCA program any amounts in the Account for Special Money Market DCA will be transferred to the destination Investment Options on an accelerated basis as of the Transaction Date that the program is cancelled.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

Christopher M. Condron
Chairman, President and Chief Executive Officer]

[

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ICC10SMMDCA2

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO
PROTECTION WITH INVESTMENT PERFORMANCE ACCOUNT INVESTMENT OPTIONS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary.

This Endorsement amends Part II ("Investment Options"), Part III ("Contributions and Allocations") and Part IV ("Transfers Among Investment Options") of your Contract.

In this Endorsement "we", "our" and "us" mean AXA Equitable Life Insurance Company, and "you" and "your" mean the Owner.

This endorsement governs allocations of Contributions and transfers to the Protection with Investment Performance Account Investment Options and transfers among these Investment Options.

I. Allocation Option Choices

Your instructions for allocation of Contributions and for transfers to, and transfers among the Protection with Investment Performance Account Investment Options must comply with the terms and conditions of this Endorsement.

You may allocate your Protection with Investment Performance Account Value among the Protection with Investment Performance Account Investment Options under your Contract, including the applicable Special Dollar Cost Averaging Program, subject to the Investment Option maximums and minimums for each Investment Option Category as set forth in the Investment Option Allocation Table below ("Category Allocation Limits"). The Allocation Table also shows the limits on allocations to Protection with Investment Performance Account Investment Options within each Category ('Investment Option Allocation Limits"). We refer to the Category Allocation Limits and the Investment Option Allocation Limits collectively as the "Allocation Limits." The Investment Option Allocation Table below shows Allocation Limits as of your Contract Date. The current assignment of Protection with Investment Performance Account Investment Options to Investment Categories is specified in the Data Pages. We may change the Allocation Limits. You will be notified of any such change to the Allocation Limits. Any change in the Category Allocation Limits and any change in the Investment Option Allocation Limits will not affect your Contract unless you subsequently make an Investment Option transfer or Contribution affecting the Protection with Investment Performance Account Investment Options. Your Contract will be subject to the changed Allocation Limits after such transfer or Contribution. If such a change occurs, we may also require that you revise your allocation instructions to comply with the change before we accept a transfer

request or Contribution. [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.]

	[Category 1	**Category 2**	**Category 3]**
Name	**[AXA Strategic Allocation]**	**[Fixed Income]**	**[Equity]**
Category Allocation Limits	[None]	[40% Applies only if there is any investment in Category 3]	[None]
Investment Option Allocation Limits	[None *If any part of AAV is in* Category 3 *then the [40%] Category 2 minimum requirement will apply.]*	[None]	[60%]
Max % (***Investment Option)***	[None]	[None]	[None]

Investment Option Max Exceptions		
Category	Investment Option Name	Max Allocation
3	[ATM 500]	[60%]
3	[ATM Growth Strategy]	[60%]
3	[ATM 400] [ATM 2000]	[Allocations to each of these Investment Options may not exceed 10%]

II. Contributions and Allocations

Contributions are allocated to the Protection with Investment Performance Account Investment Options based on the instructions we have on file for your Contract. Your allocation instructions must comply with the Allocation Limits in effect on the date we received your instructions or any request to change your instructions. If we change the Allocation Limits, we may require that any Contribution after such change be allocated in accordance with the current Allocation Limits. You may change your allocation instructions for Contributions by submitting a request to the Processing Office in a form we accept.

III. Transfers

You may transfer among Protection with Investment Performance Account Investment Options within an Investment Option Category even though your Protection with Investment Performance Account Value in the Category on the Transaction Date of the transfer exceeds the applicable Category Allocation Limit; however, the transfer must comply with the applicable Investment Option Allocation Limit for each Investment

Option to which Protection with Investment Performance Account Value is transferred. You may transfer between Protection with Investment Performance Account Investment Options in different Categories provided that (i) the transfer complies with the applicable Category Allocation Limit for each Investment Option Category to which Annuity Account Value is transferred, and (ii) the Annuity Account Value in the [Fixed Income] Category is not reduced below the minimum [Fixed Income] Category Allocation Limit as a result of the transfer. A transfer request does not automatically change your allocation for future Contributions and rebalancing. If you wish to change your allocation instructions on file, you must request a change that complies with the Investment Option Allocation Limitations described above, in the form we require.

IV. Rebalancing

The allocation of your Annuity Account Value among Protection with Investment Performance Account Investment Options is rebalanced as of the last Business Day of each quarter of your Contract Year. For purposes of Rebalancing, the account for Special Money Market Dollar Cost Averaging is not considered an Investment Option. Rebalancing means that the Annuity Account Value in each Investment Option is reallocated in accordance with your allocation instructions on file with us. Quarterly rebalancing will first occur on the date that is three months from your Contract Date. If your Contract Date occurs on the 29th, 30th, or 31st of a month, rebalancing will be done on the first day of the following month. If your rebalancing date occurs on a day that is not a Business Day, the rebalancing will occur on the next Business Day. The last rebalance in each Contract Year will occur on the Contract Date Anniversary. If the Contract Date Anniversary occurs on a day that is not a Business Day, the rebalance will occur on the Business Day immediately preceding the Contract Date Anniversary.

V. Special Dollar Cost Averaging

The terms and conditions applicable to Special Money Market Dollar Cost Averaging are described in the applicable Special Money Market Dollar Cost Averaging Endorsement.

VI. Termination of this Endorsement

We may terminate this Endorsement and the limitations provided under it at any time. If we terminate this Endorsement we will provide advance written notice to you.

AXA EQUITABLE LIFE INSURANCE COMPANY

[[

Christopher M. Condron
Chairman, President and Chief Executive Officer]

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO TRADITIONAL IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an individual retirement annuity contract which meets the requirements of Section 408(b) of the Code ("IRA Contract"). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. You should comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent penalties.

This Contract is not offered as an inherited traditional IRA.

This IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, this IRA Contract is an annuity contract that may be used to fund an individual retirement account that meets the requirements of Section 408(a) of the Code. In such a case "you" and "your" refer to the Annuitant where required by context, and the provisions of the custodial individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner [, unless the Owner is a trustee or custodian of an individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Annuitant must be the individual for whose benefit the individual retirement account is maintained. Benefits under this IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners other than a trustee or custodial IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is replaced by the following:

"Owner" means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed [, unless the Owner is a trustee or custodian of a individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[Where the contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner must be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

"Required Minimum Distribution Payments " means the payments from or with respect to this IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, "Required Minimum Distribution Rules."

PART III – CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

"SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS"

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

The initial Contribution to this IRA Contract must be a rollover contribution or a direct transfer contribution described in paragraph (b) below. We do not offer this IRA Contract to fund employer-sponsored "Simplified Employee Pension" ("SEP") plans described in Section 408(k) of the Code or SIMPLE IRA plans described in Section 408(p) of the Code, so we do not accept contributions under those plans. We do not offer this IRA Contract as an inherited IRA contract so we do not accept direct transfer contributions from the traditional IRA of a deceased IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) "Regular" traditional IRA Contributions; Maximum Permissible Amount

General. Except in the case of a "rollover contribution" or a "direct transfer" contribution described in paragraph (b) below, or except as noted under "Age 50"+ and "Temporary or specially directed rules" below in this paragraph (a), the total of "regular" traditional IRA contributions described in Section 219 of the Code will not exceed $5,000 for any taxable year. This $5,000 annual dollar limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of $500.

Age 50+. If you are age 50 or older, the annual dollar limit on regular contributions is increased by $1,000 for any taxable year.

Temporary or specially directed rules. You may make additional contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional contributions.

(b) Rollover and Direct Transfer Contributions

A "rollover contribution" is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A "direct transfer" contribution is the transfer of amounts to this Contract directly from a traditional individual retirement account or another traditional individual retirement annuity contract which meets the requirements of Section 408 of the Code.

(c) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules".

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

(1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.

(2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in "Effect of Death on any Applicable Optional Rider", See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

(a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.

(b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in

Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).

(c) If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.

(d) The Continuation Beneficiary may transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.

(e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.

(f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).

(g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your traditional individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death) in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.

(h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;

(i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).

PART VII - ANNUITY BENEFITS *is changed to:*

"ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS"

The following new Section is added at the end of Part VII:

SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distributions to be made during your lifetime. Subsection B below describes the Required Minimum Distributions to be made after your death, if you die before your entire interest in this Contract is distributed to you. The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another individual retirement arrangement that you maintain, pursuant to Treasury Regulation Section 1.408-8. If you do not take lifetime Required Minimum Distribution payments from this Contract, we will assume that you are taking them from another individual retirement arrangement that you maintain.

For purposes of both the "lifetime" Required Minimum Distribution rules and the Required Minimum Distribution rules after death, the following definitions and conditions apply:

> *Your "entire interest" in this Contract for purposes of the Required Minimum Distribution Rules.* Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this IRA contract, such as guaranteed death benefits.
>
> *Required Beginning Date*. Your "Required Beginning Date" is the first day of April following the calendar year in which you attain age 70 1/2. This is the latest date when your lifetime Required Minimum Distribution payments with respect to this Contract can start.

A. Required Minimum Distribution Rules -Payments During Your Life

Notwithstanding any provision of this Contract to the contrary, the distribution of your entire interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized the distribution of your interest in this Contract must satisfy the requirements of Section 408(a)(6) of the Code and the Regulations thereunder.

Your entire interest in this Contract will be distributed or begin to be distributed no later than your Required Beginning Date defined above. Your entire interest may be distributed, as you elect, over (a) your life, or the lives of you and your designated Beneficiary, or (b) a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your designated Beneficiary.

These "lifetime" Required Minimum Distribution payments must 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 A-1, A-4 and A-14 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A A-2 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation.

The distribution periods described in the second preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation.

The first lifetime Required Minimum Distribution payment can be made as late as April 1 of the year following the year you attain age 70½ 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. Required Minimum Distribution Rules – Payments After Your Death

(a) Death On or After Lifetime Required Minimum Distribution Payments Begin. If you die on or after lifetime Required Minimum Distribution payments begin, any remaining portion of your interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(b) Death Before Lifetime Required Minimum Distribution Payments Begin. If you die before lifetime Required Minimum Distribution payments begin, your entire interest in this Contract will be distributed at least as rapidly as follows:

(1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below.

(2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's

designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. 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 paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

(c) If the sole designated Beneficiary is your surviving spouse, and the Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until your surviving spouse's Required Beginning Date for lifetime Required Minimum Distributions described above in Subsection A of this Section, or your surviving spouse's death if earlier.

(d) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in Subsection A of this Section or, if applicable, on the date distributions are required to begin to the surviving spouse under this Subsection B, paragraph (b)(2) above. However, if distributions start on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

(e) Potential aggregation with your other traditional individual retirement arrangements. In the circumstances described in this paragraph (e), a Beneficiary who is also your designated beneficiary under at least one other of your traditional individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (b)(1) or (b)(2) of this Subsection B above for the Beneficiary's portion of the entire interest in this IRA contract from another of your traditional individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other traditional individual retirement arrangements.

This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of your entire interest in this Contract under this Subsection B, paragraph (b)(3) above.

The post-death Required Minimum Distribution must be calculated separately for each traditional IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's traditional IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in IRAs that the Beneficiary holds as the IRA owner or as the beneficiary of another decedent. Distributions from Section 403(b) contracts or accounts will not satisfy the distribution requirements from traditional IRAs. Distributions from Roth IRAs will not satisfy the distribution requirements applicable to traditional IRAs or section 403(b) accounts or contracts and distributions from IRAs or section 403(b) contracts or accounts will not satisfy the distribution requirements from Roth IRAs.

PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as an individual retirement annuity under Section 408(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner may be a trustee or custodian meeting the requirements of that Section

and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY

[[

Christopher M. Condron
President and Chief Executive Officer]

Karen Field Hazin, Vice-President,
Secretary and Associate General Counsel]

ATTACHMENT A

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit ("GMDB") Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner's death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner's death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse's age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit ("GIB") Rider

The GIB features on the Contract Date are based on the original Owner's age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse's [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the Protection with Investment Performance Account Investment Options until he/she attains age [75].

If the Owner began taking GIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO NON-QUALIFIED CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

The Effective Date of this Endorsement is your Contract Date.

1. PART I - DEFINITIONS

The following definition is added: **SECTION 1.15A JOINT ANNUITANT:**

"Joint Annuitant" means the individual specified as such in the Data Pages. The Joint Annuitant must be the spouse of the Annuitant on the Contract Date.

The following is added at the end of the definition of **OWNER:**

If a joint owner ("Joint Owner") is shown in the Data Pages, the Owner and Joint Owner possess an undivided interest in the rights of the entire Contract and must act jointly in exercising any ownership rights. Except for purposes of "Owner Death Distribution Rules" or as otherwise indicated, any reference to ''you'' and ''your'' in the Contract will apply to both the Owner and the Joint Owner.

2. *The following is added to* **PART VI – PAYMENT UPON DEATH** *before* **SECTION 6.01 BENEFICIARY:**

Where a Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. For purposes of this section, "you" refers to the Annuitant or older Joint Annuitant, if applicable, when describing the effect of death under a Contract owned by a Non-Natural Owner. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. If the Joint Annuitants are the same age and share the same birth date, the Annuitant will be deemed to be the older Joint Annuitant for this purpose.

Where a Contract is jointly owned, a Death Benefit is payable at the death of the older Joint Owner. For purposes of this section, "you" refers to the older Joint Owner when

describing the effect of death under a Contract jointly owned. If the Joint Owners are the same age and share the same birth date, the Owner will be deemed to be the older Joint Owner for this purpose.

3. PART VI - PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.01 BENEFICIARY:**

Where a Contract is owned by a Non-Natural Owner which is a Living Trust, upon the death of the named Annuitant, a Death Benefit is payable. At the time of the Annuitant's death, if the Annuitant's spouse is the sole beneficiary of the trust, the trustee as Owner of the Contract may request that the spouse be substituted as Annuitant as of the date of the original Annuitant's death. No further change of Annuitant will be permitted. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. At the time of the older Joint Annuitant's death, a death benefit is payable and the trustee as Owner of the Contract may request that the surviving Annuitant continue the Contract. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. A Living Trust is a trust that meets the following conditions: (i) it is revocable at any time by the grantor, (ii) the grantor has exclusive control of the trust, (iii) no person other than the grantor has any interest in the trust during the grantor's lifetime, and (iv) the grantor's spouse is the sole beneficiary of the trust.

If a Contract is jointly owned, the surviving Joint Owner will be deemed the Beneficiary, superseding any other Beneficiary designation.

If a Contract has a Non-Natural Owner and Joint Annuitants, the surviving Joint Annuitant will be deemed to be the Beneficiary superseding any other Beneficiary designation.

4. PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.02 PAYMENT UPON DEATH:**

If the Owner and Annuitant are different individuals, at the death of the Annuitant, the Owner becomes the new Annuitant and the Contract continues. No Death Benefit is payable until after the Owner's death. If the Contract is jointly owned and the Annuitant is not either of the two Owners, at the death of the Annuitant, the older Owner will become the Annuitant if the Owners do not designate a new Annuitant. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. Where a Joint Annuitant is named under the Contract and both Annuitants die, then provisions of the first three sentences of this paragraph become operative.

OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE

Section 72(s) of the Code requires that where any annuity contract owner dies on or after the annuity starting date and before the entire interest in the annuity contract has been distributed, the remaining portion of the interest must be distributed at least as rapidly as under the method of distribution being used as of the date of death. Section 72(s) of the Code also requires that where any annuity contract owner dies before the annuity starting date, the entire interest in the annuity contract must be distributed within five years after the owner's death as described in Section 72(s)(1)(B) of the Code. For purposes of this Endorsement, this is called the "Five Year Rule". If the beneficiary is an individual, in the alternative, payments must begin within one year after the owner's death as a life annuity or installment option for a period of not longer than the life expectancy of the individual beneficiary as described in Section 72(s)(2) of the Code. For purposes of this Endorsement, this is called the "One Year Rule". However, if the beneficiary is the owner's surviving spouse, no payments of the owner's interest in the annuity contract are required until after the surviving spouse's death. If the owner is non-natural, then the death of the annuitant triggers the required payment. Where a Joint Annuitant is named under a Contract with a Non-Natural Owner, any applicable Death Benefit will be based on the death of the older Joint Annuitant as described in Sections 2 and 3 of this Endorsement.

Owner Death Distribution Rules--Contract Continuation

Under any of the following circumstances, if you die before the Maturity Date, the Death Benefit described in Section 6.02, if applicable, will not be paid in a single sum and the Contract will continue as described in subsections (1) through (5) below, whichever is applicable.

(1) Single Owner Contract with a Non-Spousal Beneficiary(ies)

Upon the death of the Owner, a Death Benefit is payable. If the Death Benefit is not paid in the form of an Annuity Benefit and the Beneficiary continues the Contract under the terms of this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the Beneficiary must elect the "NQ Beneficiary Continuation Option" discussed below. In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of your death as described in the next paragraph. If the Beneficiary does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed to the Beneficiary no later than the fifth anniversary after your death, subject to our receipt of the Beneficiary Requirements.

If the Beneficiary elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. No additional Contributions may be made to the Contract.

Any optional Guaranteed Minimum Death Benefit is terminated along with any applicable charges.

[The effect of death on any optional rider for a Single Owner Contract with a Non- Spousal Beneficiary is shown in "Effect of Death on any Applicable Optional Rider", Attachment A, to this Endorsement.]

We will pay all amounts under the Contract no later than the fifth anniversary after your death.

(2) Single Owner Contract - Spousal Continuation

When the Owner dies, a Death Benefit is payable. If you are married at the time of your death and the only person named as your primary Beneficiary under Section 6.01 is your surviving spouse and your surviving spouse elects Spousal Continuation under your Contract, then no Death Benefit would be distributed under the Contract until after your surviving spouse's death. To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election of Spousal Continuation, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

If you were also the Annuitant or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, your surviving spouse becomes the Owner and single Annuitant. If you were not the Annuitant or Joint Annuitant, if applicable, under the Contract, the individuals named as such will continue in such capacity under the Contract and your surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant.

[The effect of death on any optional rider for a single owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider" in Attachment A of this Endorsement.]

(3) Joint Owner Contract - Spousal Continuation

Upon the death of the first of the Joint Owners who are spouses, the following Death Benefit and Spousal Continuation terms apply. Under Contracts owned by a Non-Natural Owner, upon the death of the first of the Joint Annuitants, reference below to "Joint Owner" is replaced with reference to "Joint Annuitant" and reference to "Owner" is replaced with "Annuitant." Furthermore, the third paragraph of subsection (A) and the second paragraph of subsection (B) do not apply. .

(A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving spouse may elect to become the sole Owner under the Contract. Such election shall be made no later than the Payment Transaction Date.

Upon the younger surviving spouse's election of Spousal Continuation, no Death Benefit is distributed under the Contract. The Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. If the Annuity Account Value is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

If the deceased spouse was also the Annuitant, or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the younger surviving spouse becomes the Owner and single Annuitant. If neither Owner is the Annuitant, or Joint Annuitant, if applicable, then the individuals named as such will continue in such capacity and the surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant.

[The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider" in Attachment A of this Endorsement.]

(B) If the first Joint Owner to die is the younger Joint Owner, the surviving spouse continues the Contract as the sole Owner and no Death Benefit is payable.

If the deceased spouse was also the sole Annuitant, or the surviving spouse was a Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the surviving spouse becomes the Owner and sole Annuitant. If neither Owner is the Annuitant, then the Annuitant will continue in such capacity and the surviving spouse becomes the sole Annuitant at the death of the originally named single Annuitant. Under a Contract where Joint Annuitants are named, the surviving spouse becomes the sole Annuitant upon the death of both the Annuitant and Joint Annuitant.

(4) Joint Owner Contract - Non-Spousal Contract Continuation

Upon the death of the first of the Joint Owners who are not spouses at the time of the first death, the following Death Benefit Contract Continuation terms apply.

(A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving Owner may elect to become the sole Owner under the Contract and elect either the One or Five Year Rule described in this item 4 of this Endorsement or the NQ Beneficiary Continuation Option described below. Such election shall be made no later than the Payment Transaction Date.

The same rules apply as described above in subsection (1) "Single Owner Contract with a Non-Spousal Beneficiary(ies)."

If the first Joint Owner to die is the younger Joint Owner, then no Death Benefit is payable. If the Cash Value is not paid in the form of an Annuity Benefit and the surviving Owner continues the Contract under the terms of this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the surviving Owner must elect the "NQ Beneficiary Continuation Option" discussed below. In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of the younger Owner's death as described in the next paragraph. If the surviving Owner does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed no later than the fifth anniversary after the younger Owner's death, subject to our receipt of the Beneficiary Requirements.

If the surviving Owner elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, there is no Annuity Account Value Reset. No additional Contributions are permitted under the Contract. Any optional Guaranteed Minimum Death Benefit elected, along with any applicable charges, remains in effect. The Guaranteed Minimum Death Benefit becomes payable if the older Joint Owner dies within the period defined in the Five Year Rule.

[The effect of death on any optional rider for a Joint Owner Contract with Contract Continuation is shown in "Effect of Death on any Applicable Optional Rider", Attachment A, to this Endorsement.]

(5) If a named Beneficiary who is an individual elects to become a "Continuation Beneficiary", the terms of the "NQ Beneficiary Continuation Option", where the Owner, Joint Owner, Annuitant, or Joint Annuitant, whichever is applicable based on ownership, as shown in the Data Pages, dies before the Maturity Date, are as follows:

"NQ Beneficiary Continuation Option"

(i) A Beneficiary who is a non-natural entity is not eligible to elect to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option.

(ii) The Continuation Beneficiary will automatically become the successor Owner with respect to that individual's portion of the interest in the Contract.

(iii) We must receive an eligible individual's election to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option at our Processing Office within [nine (9) months] after your death and before the individual's share of the Death Benefit or interest in the Contract, as applicable, is paid out in any manner inconsistent with that individual's election to continue the Contract under the NQ Beneficiary Continuation Option.

(iv) If a Death Benefit is payable and the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date, we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit rider), and the Continuation Beneficiary's share of the interest in the Contract will be determined after any such reset.

(v) The Continuation Beneficiary cannot make any additional Contributions to the Contract.

(vi) The Continuation Beneficiary may transfer amounts among the Variable Investment Options with respect to the Continuation Beneficiary's share of the interest in the Contract.

(vii) The Continuation Beneficiary may not assign his/her share of the interest in the Contract.

(viii) Distributions to the Continuation Beneficiary will be made in accordance with the Continuation Beneficiary's election.

If the Continuation Beneficiary elects to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule as described in item 4 of this Endorsement, payments will be made at least annually from his/her share of the interest in the Contract over a period not extending beyond the life expectancy of the Continuation Beneficiary. The first such payment must be no later than one (1) year after the date of your death.

The Continuation Beneficiary may alternatively elect to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule described in item 4 of this Endorsement.

(ix) Withdrawal Rights.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time, with any amount of his/her share of the interest in the Contract remaining to be paid fully on the fifth anniversary of your death.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time. Payments will continue to be made to the Continuation Beneficiary as described in accordance with the One Year Rule, from his/her share of the interest in the Contract, as reduced by the withdrawal.

(x) Death of the Continuation Beneficiary. Upon the Continuation Beneficiary's death, we will make a single sum payment of any of his/her remaining share of the interest in the Contract to the person designated by the deceased Continuation Beneficiary to receive any such payment, unless the person designated by the deceased Continuation Beneficiary is eligible to, and elects to, continue the payment method originally elected by the Continuation Beneficiary over any remaining life expectancy period of the Continuation Beneficiary.

5. *The following is added to* **SECTION 6.03 MANNER OF PAYMENT**:

A Beneficiary may elect to apply a Death Benefit to an Annuity Benefit as described in Part VII of the Contract. Any Death Benefit applied as an Annuity Benefit in Part VII will be paid out over the life of the Beneficiary or for a period not exceeding the Beneficiary's life expectancy (such payments must begin in accordance with the "One Year Rule" described above, and any Death Benefit that is not applied as an Annuity Benefit in Part VII will be paid out in accordance with the "Five Year Rule" described above.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

Christopher M. Condron
Chairman, President and Chief Executive Officer]

[

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ATTACHMENT A

Effect of Death on any Applicable Optional Rider (See Item 4 of this Endorsement)

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract with non-spousal Beneficiary(ies):

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit ("GIB") Rider

Upon the death of the Owner, if the Contract is continued under the Five Year Rule described in Item 4, GIB and any applicable charge end.]

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit ("GMDB") Rider

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner's death, the optional GMDB as of the date of the Owner's death is frozen and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse's age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit ("GIB") Rider

The GIB features on the Contract Date are based on the original Owner's age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse's [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the Protection with Investment Performance Account Investment Options until he/she attains age [75].

If the Owner began taking GIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

Joint Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit ("GMDB") Rider

If the surviving spouse is age [75] or younger on the date of death of the older Joint Owner, and the older Joint Owner was age [84] or younger at death, a GMDB that by its terms accumulates to the older Joint Owner's age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of the older Joint Owner and the older Joint Owner was [85] or older at death, we will reinstate the GMDB elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the older Joint Owner's death, the value of the optional GMDB elected by the Owner will be frozen as of the date of the Owner's death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse's age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit ("GIB") Rider

The GIB features on the Contract Date are based on the older Joint Owner's age. If the older Joint Owner dies and the surviving Joint Owner elects to become sole Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving Owner's [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving Owner is age [75] or younger on the date of death of the original Joint Owner, the surviving Owner may contribute or transfer amounts to the Protection with Investment Performance Account Investment Options until he/she attains age [75].

If the older Joint Owner began taking GIB Payment under the Contract, the surviving Owner may continue to receive such payments only if the older Joint Owner had elected a joint life annuity with the surviving spouse.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

Non-spousal Joint Owner Contracts:

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit ("GIB") Rider

Upon the death of the older Joint Owner, if the Contract is continued under the Five Year Rule described in Item 4, GIB and any applicable charge end.

Upon the death of the younger Joint Owner, if the Contract is continued under the Five Year Rule, and if the earlier of

(i) the Contract Date Anniversary following the surviving Owner's [95]th birthday, or
(ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred,

is after the end of the period described in the Five Year Rule, the GIB and any applicable charge end.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO ROTH IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as a Roth individual retirement annuity contract which meets the requirements of Sections 408A(b) and 408(b) of the Code ("Roth IRA Contract"). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. You should comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent penalties.

This Contract is not offered as an inherited Roth IRA.

This Roth IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this Roth IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, this Roth IRA Contract is an annuity contract that may be used to fund a Roth individual retirement account that meets the requirements of Sections 408(a) and 408A(b) of the Code. In such a case "you" and "your" refer to the Annuitant where required by context, and the provisions of the custodial Roth individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner [, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. Benefits under this Roth IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners other than a trustee or custodial Roth IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is replaced by the following:

"Owner" means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed [, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[Where the contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner must be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.
"Required Minimum Distribution Payments " means the payments from or with respect to this Roth IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, "Required Minimum Distribution Rules--Payments After Your Death."

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

"SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS"

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

Except as otherwise indicated in this Section or the Data Pages, we will accept the following types of Contributions, discussed below, to this Roth IRA Contract: (i) "regular" Roth IRA contributions; (ii) rollover Contributions from another Roth IRA; (iii) “conversion” rollover contributions from a “traditional” IRA (also referred to as a "non-Roth IRA"), or another source of conversion rollover contributions as described below; or (iv) direct custodian-to-custodian transfers from another Roth individual retirement account or another Roth individual annuity contract which meets the requirements of Sections 408 and 408A of the Code.

The initial Contribution to this Roth IRA Contract must be a rollover contribution described in paragraph (d) below or a direct transfer contribution described in paragraph (e) below.

We do not offer this Roth IRA Contract as an inherited Roth IRA contract so we do not accept direct transfer contributions from the Roth IRA of a deceased Roth IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) Regular Roth IRA Contributions; Maximum Permissible Amount

Except in the case of a direct custodian-to-custodian transfer from another Roth IRA, a “qualified rollover contribution” or a “recharacterization” as defined below in this Section, the total of “regular” Roth IRA contributions to all your Roth IRAs for a taxable year does not exceed the “applicable amount” as defined below in this Section, or your “compensation” as defined below in this Section, if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the “applicable amount” or your “compensation” is referred to as a "regular” Roth IRA contribution. Contributions may be limited under paragraphs (c) through (i) of this Section below. Additional amounts may be contributed under “Temporary or specially directed rules” below in paragraph (b-1).

(b) Regular Roth IRA Contributions; Applicable Amount

If you are under age 50, the applicable amount is $5,000 for any taxable year. If you are age 50 or older, the applicable amount is $6,000 for any taxable year.

These limits will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(A) of the Code. Such adjustments will be in multiples of $500.

(b-1) Temporary or specially directed rules. You may make additional regular Roth IRA contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional regular Roth IRA contributions.

(c) Regular Roth IRA Contribution Limits Based on Modified Adjusted Gross Income

If paragraph (c)(i) and/or (c)(ii) of this Section apply, the maximum regular contribution that can be made to all your Roth IRAs for a taxable year is the smaller amount determined under paragraph (c)(i) or (c)(ii) of this Section.

(i) The maximum regular Roth IRA contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," described in paragraph (h) of this Section below) in accordance with the following table:

Filing Status	**Full Contribution**	**Phase-Out Range**	**No Contribution**
		Modified AGI	
Single or Head of Household	$95,000 or less	Between $95,000 and $110,000	$110,000 or more
Joint Return or Qualifying Widow(er)	$150,000 or less	Between $150,00 and $160,000	$160,000 or more
Married – Separate Return	$0	Between $0 and $10,000	$10,000 or more

If your modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of $10 and is not reduced below $200. The dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code. Such adjustments will be in multiples of $1,000.

(ii) If you make regular contributions to both Roth and traditional IRAs for a taxable year, the maximum regular contribution that can be made to all your Roth IRAs for that taxable year is reduced by the regular contributions made to your traditional IRAs for the taxable year.

(d) "Qualified Rollover" or "Conversion Rollover" Contributions

A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in Section 402(c)(8)(B) of the Code. If the distribution is from an IRA, the rollover must meet the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) of the Code does not apply if the rollover contribution is from a traditional IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements one of the following applicable Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A qualified rollover contribution also includes (i) and (ii) below.

(i) All or part of a military death gratuity or servicemembers' group life insurance ("SGLI") payment may be contributed if the contribution is made within one (1) year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Section 408(d)(3)(B) of the Code.

(ii) All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

(e) Direct Transfer Contributions

A "direct transfer" contribution is the transfer of amounts to this Contract directly from a Roth individual retirement account or another Roth individual retirement annuity contract which meets the requirements of Sections 408 and 408A(b) of the Code.

(f) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

(g) Recharacterization

A regular contribution to a traditional IRA may be recharacterized pursuant to the rules in Treasury Regulation Section 1.408A-5, or any successor Regulation, as a regular contribution to this Roth IRA, subject to the limits in paragraph (c) of this Section above.

(h) Modified AGI

For purposes of paragraph (c) of this Section above, an individual's modified AGI for a taxable year is defined in Section 408A(c)(3)(B)(i) of the Code and does not include any amount included in adjusted gross income as a result of a "conversion rollover" (a rollover from an eligible retirement plan other than a Roth IRA).

(i) Definition of Compensation for Purposes of Regular Roth IRA Contributions

For purposes of paragraph (a) of this Section above, "compensation" is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in Section 1402 (c)(6) of the Code. Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Section 112 of the Code). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in Section 71(b)(2)(A) of the Code. If you are married and file a joint Federal income

tax return with your spouse, and if your spouse has greater compensation than you do, you may treat your spouse's compensation as your own compensation, but only to the extent that your spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in Section 3401(h)(2) of the Code.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules--Payments After Your Death."

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

(1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.

(2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in "Effect of Death on any Applicable Optional Rider", See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

(a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.

(b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in the Section, "Required Minimum Distribution Rules–Payments After Your Death".

(c) If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.

(d) The Continuation Beneficiary may transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.

(e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.

(f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in the Section, "Required Minimum Distribution Rules–Payments After Your Death".

(g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your Roth individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in the Section, "Required Minimum Distribution Rules–Payments After Your Death", in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.

(h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;

(i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (1) or (2) of the Section, "Required Minimum Distribution Rules–Payments After Your Death".

PART VII - ANNUITY BENEFITS *is changed to:*

"ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS"

The following new Section is added at the end of Part VII:

SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES--PAYMENTS AFTER YOUR DEATH

This Contract is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

No amount is required to be distributed prior to your death.

Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized, distribution of your "entire interest" in this Contract, described below in this Section, must satisfy the requirements of Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) of the Code, and the Treasury Regulations thereunder.

Upon your death your entire interest in this Contract will be distributed at least as rapidly as follows:

(1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section.

(2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies after these required distributions commence to him or her, any remaining

interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) in this Section above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. 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 paragraph (1) or (2) in this Section above and reduced by 1 for each subsequent year.

Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this Roth IRA contract, such as guaranteed death benefits.

For purposes of paragraph (2) above, required distributions are considered to begin commence on the date distributions are required to begin to your surviving spouse under paragraph (2). However, if distributions start on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

If the sole designated Beneficiary is your surviving spouse, and Spousal Continuation option described in the Section, “Payment Upon Death” is in effect, distribution of your interest in this Contract need not be made until after your surviving spouse's death.

Potential aggregation with your Roth individual retirement arrangements. In the circumstances described in this paragraph, a Beneficiary who is also your designated beneficiary under at least one other of your Roth individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (1) or (2) of this Section above for the Beneficiary’s portion of the entire interest in this Roth IRA contract from another of your Roth individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other Roth individual retirement arrangements. This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of the portion of the entire interest in this Contract under paragraph (3) of this Section above. The post-death Required Minimum Distribution must be calculated separately for each Roth IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's Roth IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in Roth IRAs that the Beneficiary holds as the Roth IRA owner or as the beneficiary of

another decedent. Distributions from traditional IRAs will not satisfy the distribution requirements applicable to Roth IRAs or section 403(b) accounts or contracts and distributions from Roth IRAs or section 403(b) contracts or accounts will not satisfy the distribution requirements from traditional IRAs.

PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as a Roth individual retirement annuity under Sections 408(b) and 408A(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this Roth IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account under Sections 408(a) of the Code and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY

Christopher M. Condron
President and Chief Executive Officer

Karen Field Hazin, VicePresident,
Secretary and Associate General Counsel

ATTACHMENT A

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit ("GMDB") Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner's death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner's death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse's age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit ("GIB") Rider

The GIB features on the Contract Date are based on the original Owner's age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse's [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the Protection with Investment Performance Account Investment Options until he/she attains age [75].

If the Owner began taking GIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

RETIREMENT CORNERSTONE℠ ALL SERIES

Enrollment Form/Application

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. 2010GVAC and Application for Individual Contract

Please make checks payable to:
AXA Equitable
First-Class Mail:
AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577

AXA EQUITABLE

Express Mail:
AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619
For Assistance, please call 800-338-3434
www.axa-equitable.com
AXA Advisors, LLC

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series.

- Series availability varies and is subject to state approval.

☐ **Series B** ☐ **Series L** ☐ **Series CP** ☐ **Series C**

B. Choose a Contract Type.

Available for All Series

☐ Non-Qualified

☐ Traditional IRA

☐ Roth IRA

NOT available for all Series.

☐ Qualified Plan Defined Contribution (DC) **(Not available for Series C)**

☐ Qualified Plan Defined Benefit (DB) **(Not available for Series C)**

☐ Inherited IRA BCO Direct Transfer of Decedent IRA[1] **(Not available for Series CP)**

☐ Inherited Roth IRA BCO Direct Transfer of Decedent Roth IRA[1] **(Not available for Series CP)**

☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO[1] **(Not available for Series CP)**

☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO[1] **(Not available for Series CP)**

[1] GIB and Special DCA are not available.

C. Total Initial Contribution(s): $ _____

Series CP℠ only: Expected First Twelve Months Contribution(s): $ _____

The Amount entered determines the Credit Percentage and assumes multiple Contributions will be made (see Section 11)

Specify Method(s) of Payment:

☐ Check or Wire

☐ 1035 Exchange (from Single Owner Contract, NQ only)

☐ 1035 Exchange (from Joint Owner Contract, NQ only)

☐ CD or Mutual Fund Proceeds (NQ only)

☐ Direct Transfer (IRA or Roth)

☐ Rollover (IRA or Roth)

☐ IRA Regular Contribution for the year 20__ (IRA or Roth)[2]

☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA BCO only)[1]

☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO[1] **(Not available for Series CP)**

[1] GIB and Special DCA are not available. [2] Available in Series B only.

2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

☐ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB)[1] ☐ UGMA/UTMA (State ____ Child's SSN _____)

☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner[2]

☐ Non-Spousal Beneficiary of Deceased QP Participant[2]

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ Daytime Phone # _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 4.

Email Address

[1] Not available for Series C. [2] Not available for Series CP.

PATRIOT Act Information:[3]

1. Are you a US Citizen? (If "**Yes**" proceed to question 3.) ☐ **Yes** ☐ **No**
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ **Yes** ☐ **No**

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.)

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number Exp. Date

[3] The annuitant must complete this section if the owner is not an individual.

B. Joint Owner (Must be legal resident of US.) NQ only

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number Exp. Date

Email Address

2. Account Registration (Please print) (Continued)

C. Annuitant (If other than Owner.)[1]

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

[1] Annuitant must complete the Patriot Act Information section on the previous page if the owner is NOT an individual.

D. Joint Annuitant

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

3. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____ _____% _____ _____
   Primary Beneficiary Name Relationship to Owner Date of Birth (optional)
2. _____ _____% _____ _____
   Primary Beneficiary Name Relationship to Owner Date of Birth (optional)
3. _____ _____% _____ _____
   Primary Beneficiary Name Relationship to Owner Date of Birth (optional)

B. Contingent

1. _____ _____% _____ _____
   Contingent Beneficiary Name Relationship to Owner Date of Birth (optional)
2. _____ _____% _____ _____
   Contingent Beneficiary Name Relationship to Owner Date of Birth (optional)
3. _____ _____% _____ _____
   Contingent Beneficiary Name Relationship to Owner Date of Birth (optional)

4. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted City State Zip Code

OPTIONAL GUARANTEED BENEFIT RIDER ELECTIONS

Benefit Election Eligibility

Owner Issue Ages 20-75[1]

- The Guaranteed Benefit Riders are only available to owner issue ages 20-75.
- We will automatically issue the contract with the Guaranteed Income Benefit (GIB) combined with the Return of Principal death benefit unless you elect otherwise in Section 5A and or 5B.
- If you accept the default benefit rider, please proceed to Section 6.

Owner Issues Ages 76 and Older[2]

- For Owner issue ages 76 and older, the GIB and Guaranteed Minimum Death Benefit (GMDB) are not available. Please proceed to Section 6.

The Death benefit, if any, in connection with the Investment Performance Account Value is equal to amounts in the Investment Performance Account Investment Options.

- The benefit riders are optional and may only be chosen at the time of the application. There are additional charges for these riders, unless otherwise noted.
- If you opt out of the GIB at issue by declining it below in section 5A, you will not be able to add it later.
- Benefits under these riders apply only to amounts allocated to the Protection with Investment Performance Account Investment Options.
- You may allocate amounts to the Protection with Investment Performance Account Investment Options immediately or at a future date, subject to the terms and limitations of the contract.
- If you do not allocate amounts to the Protection with Investment Performance Account Investment Options, these rider(s) will have no value under your contract until you allocate amounts at a future date.

5A: Guaranteed Income Benefit (GIB)[3]

STOP **Eligible contracts will automatically issue with the GIB combined with the Return of Principal death benefit[4].**

To opt out of the GIB, please check the box below.

☐ I decline the GIB

5B: Guaranteed Minimum Death Benefit (GMDB)

To elect a GMDB **other than** the Return of Principal death benefit[4], please make an election below:

STOP ☐ Greater of Annual Roll up to age 85 or Highest Anniversary Value to age 85 death benefit **(Available only if you did not opt out of the GIB in section 5A)**

☐ Highest Anniversary Value to age 85 death benefit **(Available as a standalone death benefit for owner issue ages 0-75[1] or in combination with GIB)**

[1] The maximum issue age for Series CP is 70, therefore any references to Owner issue ages 71 and older do not apply.

[2] The maximum issue age for Series CP is 70, therefore any references to Owner issues ages 76 and older are replaced with 71 and older for Series CP.

[3] Not Available for Inherited IRA/Inherited Roth IRA.

[4] There is no charge for the Return of Principal death benefit.

INVESTMENT SELECTION

- You must allocate 100% of your initial contributions to either the Investment Options in Section 6A **OR** any Special DCA in Section 6B.
- All future allocations will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options according to the instructions below.
- If you do not allocate amounts to the Protection with Investment Performance Account Investment Options, the optional rider(s) will have no value under your contract until you allocate amounts at a future date.

INVESTMENT PERFORMANCE ACCOUNT Investment Options	**PROTECTION WITH INVESTMENT PERFORMANCE ACCOUNT Investment Options**
Enter the total percent you wish to allocate to your Investment Performance Account below. Percentages must be whole numbers.	The Protection with Investment Performance Account Investment Options are only available to owner issue ages 0–75. Enter the total percent you wish to allocate to your Protection with Investment Performance Account Investment Options below. Percentages must be whole numbers.
Total Percent Allocated to Investment Performance Account Investment Options _____%	**Total Percent Allocated to Protection with Investment Performance Account Investment Options** _____%

Total Investment Performance Account Investment Options percentage plus Protection with Investment Performance Account Investment Options percentage must equal 100%

Choose either A or B below.

6A: ☐ Immediate Allocation

- Allocate 100% immediately to the Investment Performance Account Investment Options and/or the Protection with Investment Performance Account Investment Options.

6B: ☐ Special Dollar Cost Averaging Programs

Check box for one time period.

☐ 3 months ☐ 6 months ☐ 12 months

- Special DCA – applies if Series B or Series L is elected in Section 1.
- Special Money Market DCA – applies if Series CP or Series C is elected in Section 1.
- **Note:** Special DCA and Special Money Market DCA are not available with Inherited IRA/Inherited Roth IRA
- You may have one DCA program in effect at any given time.
- You may designate either or both the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options as the destination Option for DCA.

INVESTMENT PERFORMANCE ACCOUNT Investment Options

Percentages must be whole numbers

Allocation %

	Asset Allocation
_____%	All Asset Allocation
_____%	AllianceBernstein Balanced Wealth Strategy Portfolio
_____%	AXA Aggressive Allocation
_____%	AXA Balanced Strategy
_____%	AXA Conservative Growth Strategy
_____%	AXA Conservative Strategy
_____%	AXA Growth Strategy
_____%	AXA Moderate Allocation
_____%	AXA Moderate Growth Strategy
_____%	AXA Moderate-Plus Allocation
_____%	BlackRock Global Allocation V.I. Fund
_____%	EQ/Franklin Core Balanced
_____%	EQ/Franklin Templeton Allocation
_____%	Fidelity® VIP Asset Manager: Growth® Portfolio
_____%	Franklin Income Securities Fund
_____%	Franklin Templeton VIP Founding Funds Allocation Fund
_____%	Ivy Funds VIP Asset Strategy
_____%	Fidelity® VIP Freedom 2015 Portfolio
_____%	Fidelity® VIP Freedom 2020 Portfolio
_____%	Fidelity® VIP Freedom 2025 Portfolio
_____%	Fidelity® VIP Freedom 2030 Portfolio
	Large Cap
_____%	American Century VP Large Company Value
_____%	BlackRock Large Cap Growth V.I. Fund
_____%	EQ/BlackRock Basic Value Equity
_____%	EQ/Boston Advisors Equity Income
_____%	EQ/Capital Guardian Growth
_____%	EQ/Capital Guardian Research
_____%	EQ/Davis New York Venture
_____%	EQ/JPMorgan Value Opportunities
_____%	EQ/Montag & Caldwell Growth
_____%	EQ/Mutual Large Cap Equity
_____%	EQ/T. Rowe Price Growth Stock
_____%	EQ/Van Kampen Comstock
_____%	EQ/Wells Fargo Advantage Omega Growth
_____%	Fidelity® VIP Contrafund® Portfolio
_____%	Ivy Funds VIP Dividend Opportunities
_____%	Lord Abbett Classic Stock (VC)
_____%	MFS® Investors Growth Stock Series
_____%	MFS® Investors Trust Series
_____%	Mutual Shares Securities Fund
	Mid Cap
_____%	American Century VP Mid Cap Value
_____%	EQ/Morgan Stanley Mid Cap Growth
_____%	Fidelity® VIP Mid Cap Portfolio
_____%	Goldman Sachs VIT Mid Cap Value Fund
_____%	Invesco V.I. Mid Cap Core Equity Fund
_____%	Ivy Funds VIP Mid Cap Growth
_____%	Lord Abbett Growth Opportunities (VC)
	Small Cap
_____%	EQ/AllianceBernstein Small Cap Growth
_____%	EQ/AXA Franklin Small Cap Value Core
_____%	EQ/GAMCO Small Company Value
_____%	Invesco V.I. Small Cap Equity Fund
_____%	Ivy Funds VIP Small Cap Growth
	Hybrid/PLUS
_____%	EQ/Global Multi-Sector Equity
_____%	EQ/International Core PLUS
_____%	EQ/Large Cap Growth PLUS
_____%	EQ/Large Cap Value PLUS
_____%	EQ/Mid Cap Value PLUS

Allocation %

	International/Global
_____%	AllianceBernstein International Growth Portfolio
_____%	EQ/AllianceBernstein International
_____%	EQ/BlackRock International Value
_____%	EQ/International Growth
_____%	EQ/Oppenheimer Global
_____%	EQ/Templeton Global Equity
_____%	Invesco V.I. International Growth Fund
_____%	Lazard Retirement Emerging Markets Equity Portfolio
_____%	MFS® International Value Portfolio
_____%	Templeton Developing Markets Securities Fund
_____%	Templeton Foreign Securities Fund
_____%	Templeton Growth Securities Fund
	Sector/Specialty
_____%	EQ/GAMCO Mergers and Acquisitions
_____%	Invesco V.I. Financial Services Fund
_____%	Invesco V.I. Global Real Estate Fund
_____%	Invesco V.I. Leisure Fund
_____%	Ivy Funds VIP Energy
_____%	Ivy Funds VIP Global Natural Resources
_____%	Ivy Funds VIP Science & Technology
_____%	MFS® Technology Portfolio
_____%	MFS® Utilities Series
_____%	PIMCO VIT CommodityRealReturn® Strategy Portfolio
_____%	ProFund VP Bear
_____%	ProFund VP Biotechnology
_____%	RydexISGI VT Managed Futures Strategy Fund
_____%	RydexISGI VT Alternative Strategies Allocation Fund
_____%	Rydex VT Inverse S&P 500 Strategy
_____%	T. Rowe Price Health Sciences Portfolio – II
_____%	Van Eck VIP Global Hard Assets Fund
	Index/ATM
_____%	AXA Tactical Manager 400
_____%	AXA Tactical Manager 500
_____%	AXA Tactical Manager 2000
_____%	AXA Tactical Manager International
_____%	EQ/Common Stock Index
_____%	EQ/Equity 500 Index
_____%	EQ/International ETF
_____%	EQ/Large Cap Growth Index
_____%	EQ/Large Cap Value Index
_____%	EQ/Mid Cap Index
_____%	EQ/Small Company Index
	Fixed Income
_____%	EQ/Core Bond Index
_____%	EQ/Global Bond PLUS
_____%	EQ/Intermediate Government Bond Index
_____%	EQ/Money Market
_____%	EQ/PIMCO Ultra Short Bond
_____%	Fidelity® VIP Strategic Income Portfolio
_____%	Franklin Strategic Income Securities Fund
_____%	Guaranteed Interest Option (GIO) (maximum 25% allocation)
_____%	Invesco V. I. High Yield Fund
_____%	Ivy Funds VIP High Income
_____%	Lord Abbett Bond Debenture (VC)
_____%	PIMCO VIT Emerging Markets Bond Portfolio
_____%	PIMCO VIT Real Return Strategy Portfolio
_____%	PIMCO VIT Total Return Portfolio
_____%	Templeton Global Bond Securities Fund
100%	**Investment Performance Account**
TOTAL%	**Investment Options***

* This amount represents 100% of the percentage in shown above in the Performance Account Investment Option section.

PROTECTION WITH INVESTMENT PERFORMANCE ACCOUNT Investment Options

Percentages must be whole numbers

Category 1:

AXA Strategic Allocation – *There is no minimum or maximum for this Category.*

Allocation %

_____% GB AXA Balanced Strategy
_____% GB AXA Conservative Growth Strategy
_____% GB AXA Conservative Strategy
_____% GB AXA Moderate Growth Strategy

Category 2:

Fixed Income – *You must allocate at least 40% of your Contribution to this Investment Option Category if you allocate any percents to Category 3.*

_____% GB EQ/Core Bond Index
_____% GB EQ/Intermediate Government Bond Index

Category 3:

Equity – *If you elect this Category, you must allocate at least 40% to Category 2, Fixed Income. You may allocate up to 60% of your Contribution to this Protection with Investment Performance Account Investment Option Category.*

_____% GB AXA Growth Strategy
_____% GB AXA Tactical Manager 400*
_____% GB AXA Tactical Manager 500
_____% GB AXA Tactical Manager 2000*
_____% GB AXA Tactical Manager International

* Allocations to each of these Protection with Investment Performance Account Investment Options may not exceed 10%.

Protection with Investment Performance Account Investment Options TOTALS – MUST EQUAL 100%

_____% + _____% + _____% = 100 %
Category 1 Category 2 Category 3 TOTAL**

** This amount represents 100% of the percentage shown above in the Protection with Investment Performance Account Investment Options section.

7. Broker Transfer Authority Disclosure

☐ **Yes.** I have given authority to my financial professional to act as my agent and provide to AXA Equitable Investment Option transfer instructions by telephone or electronically, and I hereby authorize AXA Equitable to act on such instructions. I understand and acknowledge that AXA Equitable (i) may rely in good faith on the stated identity of the person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as we receive written notification in our processing office that broker transfer authority has been terminated. Upon receipt of such notification, AXA Equitable will terminate the financial professionals ability to provide transfer instructions on your behalf. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

8. Current Insurance

1. Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**
2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If **Yes** to question number 2, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

9. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

10. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

11. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.
- Series CP only: I understand that Credits will be allocated to my Investment Performance Account Value and Protection with Investment Performance Account Value, as applicable, based on the Expected First Twelve Months Contribution Amount and that, if actual first Twelve Months total Contributions are less than the amount needed to qualify for such Credits, any excess Credits will be deducted from my Investment Performance Account Value and Protection with Investment Performance Account Value, as applicable.

OPTIONAL GUARANTEED BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Protection with Investment Performance Account Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Protection with Investment Performance Account Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollup rate used for the rollup benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Protection with Investment Performance Account Investment Options will automatically be rebalanced on a quarterly basis.
- The reset feature provided in conjunction with the GIB and GMDB is automatic and may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age 95 for the GIB and age 85 for GMDB. You will have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X _____
Proposed Owner's Signature Signed at: City, State Date

X _____
Proposed Annuitant's Signature (if other than Owner) Signed at: City, State Date

X _____
Proposed Joint Owner's Signature (if other than Annuitant) Signed at: City, State Date

X _____
Proposed Joint Annuitant's Signature (if other than Owner) Signed at: City, State Date

12. Financial Professional Section

1. **Does the Proposed Insured have any existing life insurance or annuity contracts?** ..... ☐ **Yes** ☐ **No**
2. **Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)?** ..... ☐ **Yes** ☐ **No**
3. **Did you verify the identity and age by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official?** ..... ☐ **Yes** ☐ **No**
4. **Is the Proposed Insured currently an Active Duty* Member of the Armed Forces?** ..... ☐ **Yes** ☐ **No**

(If "**Yes**", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X _____

Primary Financial Professional Signature | Social Security Number | Agent Code

_____ _____% ( ) -

Print Name | Phone Number

_____

Client Account Number | Email Address | Agent Location

X _____

Secondary Financial Professional Signature | Social Security Number | Agent Code

_____ _____% ( ) -

Print Name | Phone Number

X _____

Financial Professional Signature | Social Security Number | Agent Code

_____ _____% ( ) -

Print Name | Phone Number

X _____

Financial Professional Signature | Social Security Number | Agent Code

_____ _____% ( ) -

Print Name | Phone Number

Financial Professional Use Only. Contact your home office for program information.

Once selected, program cannot be changed.

☐ **Option I** ☐ **Option II**[1]

[1] Not applicable to Series C.

RETIREMENT CORNERSTONE℠ ALL SERIES

Enrollment Form/Application

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. 2010GVAC and Application for Individual Contract

Please make checks payable to:
AXA Equitable
First-Class Mail:
AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577

AXA EQUITABLE

Express Mail:
AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619
For Assistance, please call 888-517-9900
www.axa-equitable.com

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series.

- Series availability varies and is subject to state and firm approval.

☐ **Series B** ☐ **Series L** ☐ **Series CP** ☐ **Series C**

B. Choose a Contract Type.

Available for All Series

☐ Non-Qualified

☐ Traditional IRA

☐ Roth IRA

NOT available for all Series.

☐ Qualified Plan Defined Contribution (DC) **(Not available for Series C)**

☐ Qualified Plan Defined Benefit (DB) **(Not available for Series C)**

☐ Inherited IRA BCO Direct Transfer of Decedent IRA[1] **(Not available for Series CP)**

☐ Inherited Roth IRA BCO Direct Transfer of Decedent Roth IRA[1] **(Not available for Series CP)**

☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO[1] **(Not available for Series CP)**

☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO[1] **(Not available for Series CP)**

[1] GIB and Special DCA are not available.

C. Total Initial Contribution(s): $ _____

Series CP℠ only: Expected First Twelve Months Contribution(s): $ _____

The Amount entered determines the Credit Percentage and assumes multiple Contributions will be made (see Section 11)

Specify Method(s) of Payment:

☐ Check or Wire

☐ 1035 Exchange (from Single Owner Contract, NQ only)

☐ 1035 Exchange (from Joint Owner Contract, NQ only)

☐ CD or Mutual Fund Proceeds (NQ only)

☐ Direct Transfer (IRA or Roth)

☐ Rollover (IRA or Roth)

☐ IRA Regular Contribution for the year 20__ (IRA or Roth)[2]

☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA BCO only)[1]

☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO[1] (Not available for Series CP)

[1] GIB and Special DCA are not available. [2] Available in Series B only.

2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

☐ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB)[1] ☐ UGMA/UTMA (State ____ Child's SSN _____)

☐ Custodian (IRA/Roth) ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner[2]

☐ Non-Spousal Beneficiary of Deceased QP Participant[2]

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ Daytime Phone # _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 4.

Email Address

[1] Not available for Series C. [2] Not available for Series CP.

PATRIOT Act Information:[3]

1. Are you a US Citizen? (If "**Yes**" proceed to question 3.) ☐ **Yes** ☐ **No**
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ **Yes** ☐ **No**

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.)

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number Exp. Date

[3] The annuitant must complete this section if the owner is not an individual.

B. Joint Owner (Must be legal resident of US.) NQ only

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number Exp. Date

Email Address

2. Account Registration (Please print) (Continued)

C. Annuitant (If other than Owner.)[1]

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

[1] Annuitant must complete the Patriot Act Information section on the previous page if the owner is NOT an individual.

D. Joint Annuitant

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

3. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____ _____% _____ _____
   Primary Beneficiary Name Relationship to Owner Date of Birth (optional)
2. _____ _____% _____ _____
   Primary Beneficiary Name Relationship to Owner Date of Birth (optional)
3. _____ _____% _____ _____
   Primary Beneficiary Name Relationship to Owner Date of Birth (optional)

B. Contingent

1. _____ _____% _____ _____
   Contingent Beneficiary Name Relationship to Owner Date of Birth (optional)
2. _____ _____% _____ _____
   Contingent Beneficiary Name Relationship to Owner Date of Birth (optional)
3. _____ _____% _____ _____
   Contingent Beneficiary Name Relationship to Owner Date of Birth (optional)

4. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted City State Zip Code

OPTIONAL GUARANTEED BENEFIT RIDER ELECTIONS

Benefit Election Eligibility

Owner Issue Ages 20-75[1]

- The Guaranteed Benefit Riders are only available to owner issue ages 20-75.
- We will automatically issue the contract with the Guaranteed Income Benefit (GIB) combined with the Return of Principal death benefit unless you elect otherwise in Section 5A and or 5B.
- If you accept the default benefit rider, please proceed to Section 6.

Owner Issues Ages 76 and Older[2]

- For Owner issue ages 76 and older, the GIB and Guaranteed Minimum Death Benefit (GMDB) are not available. Please proceed to Section 6.

The Death benefit, if any, in connection with the Investment Performance Account Value is equal to amounts in the Investment Performance Account Investment Options.

- The benefit riders are optional and may only be chosen at the time of the application. There are additional charges for these riders, unless otherwise noted.
- If you opt out of the GIB at issue by declining it below in section 5A, you will not be able to add it later.
- Benefits under these riders apply only to amounts allocated to the Protection with Investment Performance Account Investment Options.
- You may allocate amounts to the Protection with Investment Performance Account Investment Options immediately or at a future date, subject to the terms and limitations of the contract.
- If you do not allocate amounts to the Protection with Investment Performance Account Investment Options, these rider(s) will have no value under your contract until you allocate amounts at a future date.

5A: Guaranteed Income Benefit (GIB)[3]

STOP **Eligible contracts will automatically issue with the GIB combined with the Return of Principal death benefit**[4].

To opt out of the GIB, please check the box below.

☐ I decline the GIB

5B: Guaranteed Minimum Death Benefit (GMDB)

To elect a GMDB **other than** the Return of Principal death benefit[4], please make an election below:

STOP ☐ Greater of Annual Roll up to age 85 or Highest Anniversary Value to age 85 death benefit **(Available only if you did not opt out of the GIB in section 5A)**

☐ Highest Anniversary Value to age 85 death benefit **(Available as a standalone death benefit for owner issue ages 0-75**[1] **or in combination with GIB)**

[1] The maximum issue age for Series CP is 70, therefore any references to Owner issue ages 71 and older do not apply.

[2] The maximum issue age for Series CP is 70, therefore any references to Owner issues ages 76 and older are replaced with 71 and older for Series CP.

[3] Not Available for Inherited IRA/Inherited Roth IRA.

[4] There is no charge for the Return of Principal death benefit.

INVESTMENT SELECTION

- You must allocate 100% of your initial contributions to either the Investment Options in Section 6A **OR** any Special DCA in Section 6B.
- All future allocations will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options according to the instructions below.
- If you do not allocate amounts to the Protection with Investment Performance Account Investment Options, the optional rider(s) will have no value under your contract until you allocate amounts at a future date.

INVESTMENT PERFORMANCE ACCOUNT Investment Options	**PROTECTION WITH INVESTMENT PERFORMANCE ACCOUNT Investment Options**
Enter the total percent you wish to allocate to your Investment Performance Account below. Percentages must be whole numbers.	The Protection with Investment Performance Account Investment Options are only available to owner issue ages 0–75. Enter the total percent you wish to allocate to your Protection with Investment Performance Account Investment Options below. Percentages must be whole numbers.
Total Percent Allocated to Investment Performance Account Investment Options _____%	**Total Percent Allocated to Protection with Investment Performance Account Investment Options _____%**

Total Investment Performance Account Investment Options percentage plus Protection with Investment Performance Account Investment Options percentage must equal 100%

Choose either A or B below.

6A: ❑ Immediate Allocation

- Allocate 100% immediately to the Investment Performance Account Investment Options and/or the Protection with Investment Performance Account Investment Options.

6B: ❑ Special Dollar Cost Averaging Programs

Check box for one time period.

☐ 3 months ☐ 6 months ☐ 12 months

- Special DCA – applies if Series B or Series L is elected in Section 1.
- Special Money Market DCA – applies if Series CP or Series C is elected in Section 1.
- **Note:** Special DCA and Special Money Market DCA are not available with Inherited IRA/Inherited Roth IRA
- You may have one DCA program in effect at any given time.
- You may designate either or both the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options as the destination Option for DCA.

INVESTMENT PERFORMANCE ACCOUNT Investment Options

Percentages must be whole numbers

Allocation %

	Asset Allocation
_____%	All Asset Allocation
_____%	AllianceBernstein Balanced Wealth Strategy Portfolio
_____%	AXA Aggressive Allocation
_____%	AXA Balanced Strategy
_____%	AXA Conservative Growth Strategy
_____%	AXA Conservative Strategy
_____%	AXA Growth Strategy
_____%	AXA Moderate Allocation
_____%	AXA Moderate Growth Strategy
_____%	AXA Moderate-Plus Allocation
_____%	BlackRock Global Allocation V.I. Fund
_____%	EQ/Franklin Core Balanced
_____%	EQ/Franklin Templeton Allocation
_____%	Fidelity® VIP Asset Manager: Growth® Portfolio
_____%	Franklin Income Securities Fund
_____%	Franklin Templeton VIP Founding Funds Allocation Fund
_____%	Ivy Funds VIP Asset Strategy
_____%	Fidelity® VIP Freedom 2015 Portfolio
_____%	Fidelity® VIP Freedom 2020 Portfolio
_____%	Fidelity® VIP Freedom 2025 Portfolio
_____%	Fidelity® VIP Freedom 2030 Portfolio
	Large Cap
_____%	American Century VP Large Company Value
_____%	BlackRock Large Cap Growth V.I. Fund
_____%	EQ/BlackRock Basic Value Equity
_____%	EQ/Boston Advisors Equity Income
_____%	EQ/Capital Guardian Growth
_____%	EQ/Capital Guardian Research
_____%	EQ/Davis New York Venture
_____%	EQ/JPMorgan Value Opportunities
_____%	EQ/Montag & Caldwell Growth
_____%	EQ/Mutual Large Cap Equity
_____%	EQ/T. Rowe Price Growth Stock
_____%	EQ/Van Kampen Comstock
_____%	EQ/Wells Fargo Advantage Omega Growth
_____%	Fidelity® VIP Contrafund® Portfolio
_____%	Ivy Funds VIP Dividend Opportunities
_____%	Lord Abbett Classic Stock (VC)
_____%	MFS® Investors Growth Stock Series
_____%	MFS® Investors Trust Series
_____%	Mutual Shares Securities Fund
	Mid Cap
_____%	American Century VP Mid Cap Value
_____%	EQ/Morgan Stanley Mid Cap Growth
_____%	Fidelity® VIP Mid Cap Portfolio
_____%	Goldman Sachs VIT Mid Cap Value Fund
_____%	Invesco V.I. Mid Cap Core Equity Fund
_____%	Ivy Funds VIP Mid Cap Growth
_____%	Lord Abbett Growth Opportunities (VC)
	Small Cap
_____%	EQ/AllianceBernstein Small Cap Growth
_____%	EQ/AXA Franklin Small Cap Value Core
_____%	EQ/GAMCO Small Company Value
_____%	Invesco V.I. Small Cap Equity Fund
_____%	Ivy Funds VIP Small Cap Growth
	Hybrid/PLUS
_____%	EQ/Global Multi-Sector Equity
_____%	EQ/International Core PLUS
_____%	EQ/Large Cap Growth PLUS
_____%	EQ/Large Cap Value PLUS
_____%	EQ/Mid Cap Value PLUS

Allocation %

	International/Global
_____%	AllianceBernstein International Growth Portfolio
_____%	EQ/AllianceBernstein International
_____%	EQ/BlackRock International Value
_____%	EQ/International Growth
_____%	EQ/Oppenheimer Global
_____%	EQ/Templeton Global Equity
_____%	Invesco V.I. International Growth Fund
_____%	Lazard Retirement Emerging Markets Equity Portfolio
_____%	MFS® International Value Portfolio
_____%	Templeton Developing Markets Securities Fund
_____%	Templeton Foreign Securities Fund
_____%	Templeton Growth Securities Fund
	Sector/Specialty
_____%	EQ/GAMCO Mergers and Acquisitions
_____%	Invesco V.I. Financial Services Fund
_____%	Invesco V.I. Global Real Estate Fund
_____%	Invesco V.I. Leisure Fund
_____%	Ivy Funds VIP Energy
_____%	Ivy Funds VIP Global Natural Resources
_____%	Ivy Funds VIP Science & Technology
_____%	MFS® Technology Portfolio
_____%	MFS® Utilities Series
_____%	PIMCO VIT CommodityRealReturn® Strategy Portfolio
_____%	ProFund VP Bear
_____%	ProFund VP Biotechnology
_____%	RydexISGI VT Managed Futures Strategy Fund
_____%	RydexISGI VT Alternative Strategies Allocation Fund
_____%	Rydex VT Inverse S&P 500 Strategy
_____%	T. Rowe Price Health Sciences Portfolio – II
_____%	Van Eck VIP Global Hard Assets Fund
	Index/ATM
_____%	AXA Tactical Manager 400
_____%	AXA Tactical Manager 500
_____%	AXA Tactical Manager 2000
_____%	AXA Tactical Manager International
_____%	EQ/Common Stock Index
_____%	EQ/Equity 500 Index
_____%	EQ/International ETF
_____%	EQ/Large Cap Growth Index
_____%	EQ/Large Cap Value Index
_____%	EQ/Mid Cap Index
_____%	EQ/Small Company Index
	Fixed Income
_____%	EQ/Core Bond Index
_____%	EQ/Global Bond PLUS
_____%	EQ/Intermediate Government Bond Index
_____%	EQ/Money Market
_____%	EQ/PIMCO Ultra Short Bond
_____%	Fidelity® VIP Strategic Income Portfolio
_____%	Franklin Strategic Income Securities Fund
_____%	Guaranteed Interest Option (GIO) (maximum 25% allocation)
_____%	Invesco V. I. High Yield Fund
_____%	Ivy Funds VIP High Income
_____%	Lord Abbett Bond Debenture (VC)
_____%	PIMCO VIT Emerging Markets Bond Portfolio
_____%	PIMCO VIT Real Return Strategy Portfolio
_____%	PIMCO VIT Total Return Portfolio
_____%	Templeton Global Bond Securities Fund
100%	**Investment Performance Account**
TOTAL%	**Investment Options***

* This amount represents 100% of the percentage in shown above in the Performance Account Investment Option section.

PROTECTION WITH INVESTMENT PERFORMANCE ACCOUNT Investment Options

Percentages must be whole numbers

Category 1:

AXA Strategic Allocation – *There is no minimum or maximum for this Category.*

Allocation %

_____% GB AXA Balanced Strategy
_____% GB AXA Conservative Growth Strategy
_____% GB AXA Conservative Strategy
_____% GB AXA Moderate Growth Strategy

Category 2:

Fixed Income – *You must allocate at least 40% of your Contribution to this Investment Option Category if you allocate any percents to Category 3.*

_____% GB EQ/Core Bond Index
_____% GB EQ/Intermediate Government Bond Index

Category 3:

Equity – *If you elect this Category, you must allocate at least 40% to Category 2, Fixed Income. You may allocate up to 60% of your Contribution to this Protection with Investment Performance Account Investment Option Category.*

_____% GB AXA Growth Strategy
_____% GB AXA Tactical Manager 400*
_____% GB AXA Tactical Manager 500
_____% GB AXA Tactical Manager 2000*
_____% GB AXA Tactical Manager International

* Allocations to each of these Protection with Investment Performance Account Investment Options may not exceed 10%.

Protection with Investment Performance Account Investment Options TOTALS – MUST EQUAL 100%

_____% + _____% + _____% = 100 %
Category 1 Category 2 Category 3 TOTAL**

** This amount represents 100% of the percentage shown above in the Protection with Investment Performance Account Investment Options section.

7. Broker Transfer Authority Disclosure

☐ **Yes.** I have given authority to my financial professional to act as my agent and provide to AXA Equitable Investment Option transfer instructions by telephone or electronically, and I hereby authorize AXA Equitable to act on such instructions. I understand and acknowledge that AXA Equitable (i) may rely in good faith on the stated identity of the person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as we receive written notification in our processing office that broker transfer authority has been terminated. Upon receipt of such notification, AXA Equitable will terminate the financial professionals ability to provide transfer instructions on your behalf. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

8. Current Insurance

1. Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**
2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If **Yes** to question number 2, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

9. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

10. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

11. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.
- Series CP only: I understand that Credits will be allocated to my Investment Performance Account Value and Protection with Investment Performance Account Value, as applicable, based on the Expected First Twelve Months Contribution Amount and that, if actual first Twelve Months total Contributions are less than the amount needed to qualify for such Credits, any excess Credits will be deducted from my Investment Performance Account Value and Protection with Investment Performance Account Value, as applicable.

OPTIONAL GUARANTEED BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Protection with Investment Performance Account Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Protection with Investment Performance Account Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollup rate used for the rollup benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Protection with Investment Performance Account Investment Options will automatically be rebalanced on a quarterly basis.
- The reset feature provided in conjunction with the GIB and GMDB is automatic and may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age 95 for the GIB and age 85 for GMDB. You will have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X _____
Proposed Owner's Signature Signed at: City, State Date

X _____
Proposed Annuitant's Signature (if other than Owner) Signed at: City, State Date

X _____
Proposed Joint Owner's Signature (if other than Annuitant) Signed at: City, State Date

X _____
Proposed Joint Annuitant's Signature (if other than Owner) Signed at: City, State Date

12. Registered Representative Section

1. **Does the Proposed Insured have any existing life insurance or annuity contracts?** ..... ☐ **Yes** ☐ **No**

2. **Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)?** ..... ☐ **Yes** ☐ **No**

3. **Did you verify the identity and age by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official?** ..... ☐ **Yes** ☐ **No**

4. **Is the Proposed Insured currently an Active Duty* Member of the Armed Forces?** ..... ☐ **Yes** ☐ **No**

(If "**Yes**", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X _____

Primary Registered Representative Signature | Social Security Number | Rep. Code

_____ _____% ( ) -

Print Name | Phone Number

_____

Client Account Number at Broker-Dealer | Email Address | Broker Dealer Name

X _____

Secondary Registered Representative Signature | Social Security Number | Rep. Code

_____ _____% ( ) -

Print Name | Phone Number

Registered Representative Use Only. Contact your home office for program information.

Once selected, program cannot be changed.

☐ **Option I** ☐ **Option II** ☐ **Option III**[1] ☐ **Option IV**[1,2] ☐ **Option V**[3]

[1] Not applicable to Series C.

[2] Not applicable to Series CP.

[3] Applicable to Series B only.

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Variable Text/SOV Memorandums

Comments:

Attachments:

VTM - Gen - Ind - VTM ICC10GMDB2 Non ICC Ind.pdf
SOV - Gen - Ind - RC II -SOV B Share Data Pgs Non ICC Ind.pdf
SOV - Gen - RC II -SOV C Share Data Pgs Non ICC Ind.pdf
SOV - Gen - RC II -SOV CP Share Data Pgs Non ICC Ind.pdf
SOV - Gen - RC II -SOV L Share Data Pgs Non ICC Ind.pdf
VTM - Gen - Ind - VTM ICC10GIB2 Non ICC Ind.pdf
VTM - Gen - RCII-4 share class VTM for Endorsements Non ICC Ind.pdf
VTM - Gen - RCII-VTM for Market Endorsements Non ICC Ind.pdf
SOV - Gen - 2010 App 01 RC11.pdf
SOV - Gen - 2010 App 02 RC11.pdf

Item Status: **Status Date:**

Satisfied - Item: Filing Letter

Comments:

Attachment:

AR Filing Letter.pdf

Item Status: **Status Date:**

Satisfied - Item: Compliance Certification

Comments:

Attachments:

ArkansasComplianceBull11-83Crt.pdf
ArkansasComplianceCrt Regulation 19s 10B.pdf
ArkansasConsentToSubmitRatesCrt.pdf

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability
For Rider forms ICC10GMDBGR2, ICC10GMDBHAV2 and ICC10GMDBROP2

Above forms are for use with Contract Forms ICC10BASE1-A and ICC10BASE2-A, or Contract Forms ICC10BASE1-B and ICC10BASE2-B (depending on jurisdiction).

The following comments describe the nature and scope of the illustrative and variable material contained in the riders shown in brackets listed below. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider Descriptions:	Rider Form Numbers:
"Greater of" GMDB Rider	ICC10GMDBGR2
"Highest Anniversary Value" GMDB Rider	ICC10GMDBHAV2
"Return of Principal" GMDB Rider	ICC10GMDBROP2

Rider ICC10GMDBGR2

1. Page 1 and throughout the Rider: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.

2. Page 1: The bracketed text beginning with [The terms and conditions of a spouse's right…] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.

3. Page 1 and throughout the Rider: "Special [Money Market] Dollar Cost Averaging": Special Dollar Cost Averaging, our general account Special Dollar Cost Averaging option, is available under Series B and L, while Special Money Market Dollar Cost Averaging, our Money Market Dollar Cost Averaging option, is available under Series C and CP.

4. Page 2: The bracketed text beginning with [Additional terms and conditions applicable to your Protection Account Investment Options…] will appear when the Endorsement Applicable to Protection Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.

5. Page 2: The text beginning with [Any credit provided…] pertaining to how Credits are processed, applies only to Series CP.

6. Page 3: Annual Rollup Rte and Deferral Bonus Rollup Rate: The term [annual] may range from [monthly] to [five year]. The bracketed sentences beginning with [Your initial Annual Rollup Rate…] and [While the Deferral Bonus Rollup Rate applies…] will appear when the Annual Rollup Rate and/or the Deferral Bonus Rollup Rate is reset each contract year. The bracketed term [each Contract Date Anniversary] may vary from [each month] to [each fifth Contract Date Anniversary].

7. Page 4: The bracketed text beginning with [including for any required minimum distribution withdrawal…] will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis because an RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments.

   Note: If the above is not included, item "(v)" will be changed to "(iv)".

8. Pages 4 & 5: Automatic Reset of the Rollup Benefit Base
   i. [30 days] may range from 15 to 120 days
   ii. [third] Contract Date Anniversary may range from the [first] to the [tenth] Contract Date Anniversary
   iii. [45 days] may range from 15 to 120 days

9. Page 5: The bracketed text beginning with [Any request to opt-out or opt-in…] applies under this product. If we do not require mutual termination of the GIB and the "Greater of" GMDB Riders in the future, this text will not appear.

10. Page 5: The bracketed text explains how the Highest Anniversary Value Benefit Base is adjusted on a pro-rata basis for withdrawals. Alternatively, it may be adjusted on a dollar for dollar basis and the following alternate text will appear: [The Highest Anniversary Value Benefit Base will be reduced on a dollar for dollar basis by all withdrawals from your Protection Account Value.]

11. Page 5: The bracketed text beginning with: [Prior to completion of your [first] Contract Year…" explains that the Rollup to Age 85 Benefit Base is adjusted on a pro-rata basis for the specified number years after the Contract Date. The reference to "first" can range from [first] to [fifteenth]. Alternatively, the Rollup Benefit Base may be adjusted on a dollar for dollar basis and the following text will appear: [your Rollup Benefit Base will be reduced dollar for dollar by all withdrawals from your Protection Account Value.] The reference to "Thereafter" may be deleted.

12. Page 6: The bracketed text beginning with [minus any Contributions or transfers…] will not appear currently because there is no exclusion period for Contributions and transfers. If this exclusion period becomes applicable, the reference to [four prior Contract Years] may vary from [prior Contract Year] to [fifteen prior Contract Years].

13. Page 6: The bracketed text beginning with [Withdrawals made under any automatic withdrawal service we offer…] will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.

14. The reference to [immediately] could range from [one month after the Contract Date] to [after the first to fifteenth Contract Anniversary Date].

15. Page 6: The charge of [0.95%] for the Rider will range from 0.50% to 1.25%. The maximum charge of [1.10%] for the Rider will range from 0.65% to 1.40%.

16. Page 7: The reference to age [76] may range from 70 to 95.

17. Page 8: The names of the Company's officers are bracketed and may change in the future.

Rider ICC10GMDBHAV2

A. The cover sheet will issue only when this Rider is elected post-issue. Therefore the whole block of text is bracketed as variable. This text will also vary based on Contract Owner information.

1. Page 1 and throughout the Rider: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.

2. Page 1: The bracketed text beginning with [The terms and conditions of a spouse's right…] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.

3. Page 2: "Special [Money Market] Dollar Cost Averaging": Special Dollar Cost Averaging, our general account Special Dollar Cost Averaging option, is available under Series B and L, while Special Money Market Dollar Cost Averaging, our Money Market Dollar Cost Averaging option, is available under Series C and CP.

4. Page 2: The bracketed text beginning with [Additional terms and conditions applicable to your Protection Account Investment Options…] will appear when the Endorsement Applicable to Protection Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.

5. Pages 2 & 3: The text beginning with [Any credits provided…] pertaining to how Credits are processed, applies only to Series CP.

6. Page 3: The charge of [0.25%] for the Rider will range from 0.15% to 1.10%.

7. Page 4: The reference to age [76] may range from 70 to 95.

8. Page 4: The bracketed text beginning with: [*Effect of Termination or Change*…] and [Your Death Benefit is terminated automatically…] will appear when the Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s) is issued under a Contract.

9. Page 5: The names of the Company's officers are bracketed and may change in the future.

Rider ICC10GMDBROP2

A. The cover sheet will issue only when this Rider is elected post-issue. Therefore the whole block of text is bracketed as variable. This text will also vary based on Contract Owner information.

1. Page 1: The bracketed text beginning with [*The terms and conditions of a spouse's right*…] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.

2. Page 1: The bracketed text beginning with [Additional terms and conditions applicable to your Protection Account Investment Options…] will appear when the Endorsement Applicable to Protection Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.

3. Page 2: "Special [Money Market] Dollar Cost Averaging": Special Dollar Cost Averaging, our general account Special Dollar Cost Averaging option, is available under Series B and L, while Special Money Market Dollar Cost Averaging, our Money Market Dollar Cost Averaging option, is available under Series C and CP.

4. Page 2: The text beginning with [Any credits provided…] pertaining to how Credits are processed, applies only to Series CP.

5. Page 3: The reference to age [76] may range from 70 to 95.

6. Page 4: The bracketed text beginning with: [*Effect of Termination of this Rider on your Death Benefit*…] will appear when the Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s) is issued under a Contract.

7. Page 4: The names of the Company's officers are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Contract Forms ICC10BASE2-A or ICC10BASE2-B (depending on jurisdiction) and Data Pages ICC10DPB marketed as AXA Equitable's "Retirement Cornerstone 11 –Series B Share"

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate ***[in bold italics]*** when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's optional benefit elections at application.

The Contract is available for issue as an annuity for Qualified Plan funding **(QP-DB and QP-DC),** an Individual Retirement Annuity **(Traditional IRA or Roth IRA)** or as a Non-Qualified annuity **(NQ)**.

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Contract ICC10BASE2-A/B:

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Cover Page:** The Company's address, telephone number and online address may change in the future.
3. **Cover Page**: Officer's titles and signatures are bracketed and may change in the future.

Data Pages ICC10DPB:

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.

2. Data Page 1***: (This item applies to Non Qualified Contracts only):*** a Joint Annuitant may be added.

3. **Data Page 1 *(This item applies to Inherited IRA/Roth IRA Contracts only.)*:** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation "Special Surviving Spouse" will appear after the Owner's name and the Original Owner's date of death will be shown.

4. **Data Page 1 *(This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.)*:** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant's name and date of death will be shown here.

5. **Data Page 1,** the following text will appear in the Data Pages for **QP** Contracts:
   Employer; [ABC Company]
   Plan: [ABC Company Plan]

6. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.

7. **Data Pages 2, "Investment Option Endorsement" and "Optional Riders":** Any Benefit Endorsement or Optional Riders that an Owner elects applicable to a Contract will be listed on the Data Pages.

8. **Data Page 2:** "Maturity Date" The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. The range for age 95, is 80 to 105. "60 Days" may range from 30 to 120 days. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.***

9. **Data Page 2, "BCO Distribution Commencement Date":** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as "Non-Spousal QP to Inherited IRA BCO Contracts").

10. **Data Page 3 and throughout the Data Pages,** If GIB and/or an optional GMDB is issued with the Contract, the GIB and/or GMDB text shown in the Data Pages will appear on the Owner's Data Pages. If GIB and/or an optional GMDB is **not** elected, and unless alternate text is shown in the Data Pages, **no text will appear** on the Owner's Data Pages.

11. **Data Page 3, "Initial [Annual] Rollup Rate", "Initial Deferral Bonus Rollup Rate", "Ten Year Treasuries Formula Rate" and Deferral Bonus Ten Year Treasuries Formula Rate" :** If GIB or the "Greater of Death Benefit" is elected the Rollup Rate text will appear. The Annual and Deferral Rollup Rate will be set each calendar quarter for Contract Date Anniversaries during that quarter, and currently will be applicable for one Contract Year. The one year, or initial "Annual" applicability may change to a period from 2 months to 2 years.

Initial [Annual] Rollup Rate:

Rates Shown	Range
5.00%	1.5% to 7.00%

Initial Deferral Bonus Rollup Rate:

Rates Shown	Range
7.00%	5.00% to 10.00%

If the initial Annual Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula or if the initial Deferral Bonus Rollup Rate is greater than the rate derived from the Deferral Bonus Ten Year Treasuries formula, the following sentence will then appear in the Data Pages: "This rate is greater than the rate derived from the formula shown below".

If either or both the Initial Annual Rollup Rate and/or the Deferral Bonus Ten Year Treasuries Formula Rate is locked for a fixed period of more than one year, the following text will appear. "This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Rollup Rate/Deferral Bonus Rollup Rate will be determined by the formula below".

The paragraph below the following Table is alternate text which will appear if the guaranteed minimum rollup rate will change at specified intervals during the term of the Contract. The various durations of Rider minimum rates will be the minimum rates in effect at the time of issue and are guaranteed for the duration of the Rider as shown in the Table below. The rates and durations shown below may vary as follows.

Rates Shown	Range
0.10%	0.10% to 0.40%
1.00%	0.05% to 3.00%
1.50%	0.50% to 5.00%
2.00%	
4.00%	
5.00%	1.50% to 7.00%
7.00%	5.00% to 10.00%
8.00%	5.00% to 15.00%
Duration/Period Shown	**Range/[Alternate Text]**
Annual, One year, Contract Year or First Contract Year	2 Months to 10 years
Second Contract Date Anniversary, Contract Date Anniversary,	First 2 Months following the Contract Date to tenth Contract Date Anniversary
2 Contract Years	One Month to 10 Contract Years
4 Contract Years	
6th Contract Year	
[Each]; [The]	[The]; [Each]; one to five years; each Contract Date Anniversary to the tenth Contract Anniversary
20 days	5 – 30 days
15th day	1st – 31st day
Quarter	Month-annual
Text Shown	**Range/[Alternate Text]**
Ten-year	Treasury Index may change to an index of a different Treasury maturity within a range of 5-year to 15-year Treasuries.
Nearest	[Lowest]
Plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]	is a discretionary additional amount that may not apply.

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%].]

As an alternative to the rate formula shown in the Data Pages, the Company may apply the following provision pertaining to the formula in lieu thereof:

If GIB is elected the following will appear:
Initial Annual Rollup Rate:

Your initial Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Rollup Rate will be determined by the formula below.]

Your Initial Deferral Bonus Rollup Rate is [7.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Deferral Bonus Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –
The minimum [annual] Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [7%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum Deferral Bonus Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum Deferral Bonus Rollup Rate will never be less than [4%] or more than [9%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

12. **Data Page 4 "Special Dollar Cost Averaging":** Special DCA is available under this Series B Contract. The rate and duration are shown and may vary as follows: Rate: 2-20%; Duration: 3 to 24 months.

13. **Data Page 4 "Guaranteed Interest Option":** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction),

as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract's duration and the rate will not be reset.

14. **Data Pages 4-5, "Investment Options":** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable's Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

We reserve the right to limit the number of Investment Options an Owner may elect to 90. "90" may vary from 50 to 150.

- **Investment Performance Account Investment Options**

The Investment Options and allocation percentage elected by the Owner will be listed in the Data Pages. The Data Pages show an illustrative list of Variable Investment Options. Shown below is the list of the Investment Performance Account Investment Options available under this Contract. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

Asset Allocation	**International/Global**
All Asset Allocation	AllianceBernstein International Growth Portfolio
AllianceBernstein Balanced Wealth Strategy Portfolio	EQ/AllianceBernstein International
AXA Aggressive Allocation	EQ/BlackRock International Value
AXA Balanced Strategy	EQ/International Growth
AXA Conservative Growth Strategy	EQ/Oppenheimer Global
AXA Conservative Strategy	EQ/Templeton Global Equity
AXA Growth Strategy	Invesco V.I. International Growth Fund
AXA Moderate Allocation	Lazard Retirement Emerging Markets Equity Portfolio
AXA Moderate Growth Strategy	MFS® International Value Portfolio
AXA Moderate-Plus Allocation	Templeton Developing Markets Securities Fund
BlackRock Global Allocation V.I. Fund	Templeton Foreign Securities Fund
EQ/Franklin Core Balanced	Templeton Growth Securities Fund
EQ/Franklin Templeton Allocation	
Fidelity® VIP Asset Manager: Growth® Portfolio	**Sector/Specialty**
Franklin Income Securities Fund	EQ/GAMCO Mergers and Acquisitions
Franklin Templeton VIP Founding Funds	Invesco V.I. Financial Services Fund

Allocation Fund	
Ivy Funds VIP Asset Strategy	Invesco V.I. Global Real Estate Fund
Fidelity® VIP Freedom 2015 Portfolio	Invesco V.I. Leisure Fund
Fidelity® VIP Freedom 2020 Portfolio	Ivy Funds VIP Energy
Fidelity® VIP Freedom 2025 Portfolio	Ivy Funds VIP Global Natural Resources
Fidelity® VIP Freedom 2030 Portfolio	Ivy Funds VIP Science & Technology
	MFS® Technology Portfolio
Large Cap	MFS® Utilities Series
American Century VP Large Company Value	PIMCO VIT CommodityRealReturn® Strategy Portfolio
BlackRock Large Cap Growth V.I. Fund	ProFund VP Bear
EQ/BlackRock Basic Value Equity	ProFund VP Biotechnology
EQ/Boston Advisors Equity Income	Rydex|SGI VT Managed Futures Strategy Fund
EQ/Capital Guardian Growth	Rydex|SGI VT Alternative Strategies Allocation Fund
EQ/Capital Guardian Research	Rydex VT Inverse S&P 500 Strategy
EQ/Davis New York Venture	T. Rowe Price Health Sciences Portfolio - II
EQ/JPMorgan Value Opportunities	Van Eck VIP Global Hard Assets Fund
EQ/Montag & Caldwell Growth	
EQ/Mutual Large Cap Equity	**Index/ATM**
EQ/T. Rowe Price Growth Stock	AXA Tactical Manager 400
EQ/Van Kampen Comstock	AXA Tactical Manager 500
EQ/Wells Fargo Advantage Omega Growth	AXA Tactical Manager 2000
Fidelity® VIP Contrafund® Portfolio	AXA Tactical Manager International
Ivy Funds VIP Dividend Opportunities	EQ/Common Stock Index
Lord Abbett Classic Stock (VC)	EQ/Equity 500 Index
MFS® Investors Growth Stock Series	EQ/International ETF
MFS® Investors Trust Series	EQ/Large Cap Growth Index
Mutual Shares Securities Fund	EQ/Large Cap Value Index
	EQ/Mid Cap Index
Mid Cap	EQ/Small Company Index
American Century VP Mid Cap Value	
EQ/Morgan Stanley Mid Cap Growth	**Fixed Income**
Fidelity® VIP Mid Cap Portfolio	EQ/Core Bond Index
Goldman Sachs VIT Mid Cap Value Fund	EQ/Global Bond PLUS
Invesco V.I. Mid Cap Core Equity Fund	EQ/Intermediate Government Bond Index
Ivy Funds VIP Mid Cap Growth	EQ/Money Market
Lord Abbett Growth Opportunities (VC)	EQ/PIMCO Ultra Short Bond
	Fidelity® VIP Strategic Income Portfolio
Small Cap	Franklin Strategic Income Securities Fund
EQ/AllianceBernstein Small Cap Growth	Guaranteed Interest Option (GIO) (maximum 25%)
EQ/AXA Franklin Small Cap Value Core	Invesco V.I. High Yield
EQ/GAMCO Small Company Value	Ivy Funds VIP High Income
Invesco V.I. Small Cap Equity Fund	Lord Abbett Bond Debenture (VC)
Ivy Funds VIP Small Cap Growth	PIMCO VIT Emerging Markets Bond Portfolio

	PIMCO VIT Real Return Strategy Portfolio
	PIMCO VIT Total Return Portfolio
	Templeton Global Bond Securities Fund
Hybrid/PLUS	
EQ/Global Multi-Sector Equity	
EQ/International Core PLUS	
EQ/Large Cap Growth PLUS	
EQ/Large Cap Value PLUS	
EQ/Mid Cap Value PLUS	

No more than 25% of the Account for Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limit may range from 5 to 100%

Applicable to the Guaranteed Interest Option. The Guaranteed Interest Option is available only under the Investment Performance Account Investment Options. No more than 25% of the total Annuity Account Value of the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future. The percentage limit may range from 5 to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the Investment Performance Account Investment Options.

- **Protection with Investment Performance Account Investment Options**

If the GIB or an optional GMDB Rider has been elected, then the Protection with Investment Performance Account Investment Options are available in addition to the Investment Performance Account Investment Options.

The Investment Options and allocation percentage elected by the Owner's will be listed here. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

[If GIB or an optional GMDB is elected the following will appear]
Subsequent Contributions to the Protection with Investment Performance Account Investment Options are not permitted after the date the first Withdrawal is taken from the Protection with Investment Performance Account Value.

Transfers and Contributions to Protection with Investment Performance Account Investment Options may not exceed a total of [$1,500,000]. The transfer amount may change within a range of $500,000 to $2,500,000.

15. **Data Page 6 "Contribution and Allocations":**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes.

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts and 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

Data Page 4: "Initial Contribution Received" The Owner's initial Contribution amount will appear on Data Page 4.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits to accommodate an optional GIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business. The current maximum contribution amount requirements are $1,500,000 ($500,000 for issue ages 81 – 85). The maximum contribution amount may range from $250,000 (for issue ages 81 – 85) to $5,000,000 for all AXA Equitable Contracts.

Data Page 6, "Subsequent Contributions": ***[The following text will appear for subsequent contributions made to the Investment Performance Account Investment Options.]*** Subsequent Contributions can be made until the older of the original Annuitant and Owner attain age 86 or if later, the first Contract Date Anniversary.

[If GIB or an optional GMDB is elected the following will appear in lieu of the above.] Subsequent Contributions to the Protection with Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age 75 or if later, the first Contract Date Anniversary.

The age for subsequent contributions may range from 71 to 86. The first Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary

Table A: The Contribution limits will be shown in the Contract Owner's Data Pages based on the Owner's market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
$5,000 *(Range of $1,000 to $50,000)*	$500 ($50 for IRA/Roth, $1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation *(Range of $20 to $2,000)*

Table B: The following language (based on the Contract Owner's market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text

QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer's check. We may refuse to accept any Contribution if the sum of all Contributions under the Contract would then total more than 80% of the present value of the Annuitant's accrued benefit.
QP-Defined Contribution	The only Contributions we will accept are: (i) transfers from another QP-DC plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer's check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be ''regular'' IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans. We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs. Amounts converted from an [Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [$5,000] and [25%] of the Annuity Account Value of your [Retirement Cornerstone] Traditional IRA Contract.
Non- Spousal Applicable Plan Beneficiary Inherited IRA Contracts	We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant's Applicable Plan. No subsequent Contributions can be made.
Inherited Traditional IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Inherited Roth IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Partial Roth IRA Conversion Contracts	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. This percentage may range form 0 to 100%.

16. **Data Page 6, "Discontinuance of Contributions and/or Transfers":** If we discontinue Contributions and transfers into all of the Protection with Investment Performance Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Investment Performance Account Investment Option corresponding to the Protection with Investment Performance Account Investment Option in the allocation instructions. We may reserve the right to discontinue acceptance of contributions and transfers into an individual Protection with Investment Performance Account Investment Option. The default Investment Option may change from the AXA Balanced Strategy Investment Option to a similar Investment Option. The advance notice period of "45" days may range from 30 to 90 days.

17. **[Our right to refuse contributions and allocations is based on certain maximums shown in the Data Pages and the issue age of the Owner]**
Data Page 6, "Contributions and Allocations": The limit on aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options, of "150%" will range from 100% to 200%. Any Contribution restrictions set forth in an Employer's Plan will appear here.

Data Page 6, "Contributions and Allocations": We may refuse to accept any Contribution if the sum of all Contributions under all [Retirement Cornerstone] Contracts with the same Annuitant or Owner would then total more than [$1,500,000] (range $500,000 to $5,000,000).

Data Page 6, "Contributions and Allocations": We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total [$2,500,000] (range $100,000 to $10,000,000).

18. **Data Pages 6-7, Transfer Rules:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity (45 days may range from 30 to 120 days).

19. **Data Page 7, Transfer Percentage Limit:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 5 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.

20. **Data Pages 7-8, Transfers rules among the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options:** The text shown on the Data Pages will appear if GIB or an optional GMDB has been elected. Transfers from the Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are permitted until the older of the original Annuitant and Owner attain age 75, or if later the first Contract Anniversary. Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are not permitted after the date a Contribution is made to the Investment Performance Account Investment Options subsequent to

the date the first Withdrawal is taken from the Protection Account Annuity Account Value. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Age 75, may range from 70-95. Transfers to the Protection with Investment Performance Account Investment Options may not exceed $1,500,000. The transfer amount may change within a range of $500,000 to $5,000,000.

21. **Data Pages 8-9 , "Withdrawals":** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from $100 to $1000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.

    The following text will appear for QP Contracts only: [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

22. **Data Page 9, "Contract Termination": The minimum Cash Value amount is** shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from $300 to $1000.

23. **Data Page 9, "Normal Form of Annuity":** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract's maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.***

24. **Data Page 9, "Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)":** The bracketed material reflects AXA Equitable's current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1 to 8%.

25. **Data Page 9, "Conditions for Payment – (Minimum Amount to be Applied to an Annuity)":** The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The $2000 amount may range from $1500 to $7500; the $20 amount may range from $10 to $100.

26. **Data Pages 10 and 12, "Free Withdrawal Amount":** The Free Withdrawal Amount may range from 5% to 30%. The various alternate texts shown in the Data Pages will appear as determined by the Rider(s) issued under the Contract. The 90 day period may range from 45 to 180 days.

27. **Data Page 12, "Annual Administrative Charge":** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The

maximum charge shall not exceed $85 per Contract Year. The minimum Annuity Account Value of $50,000 may range from $25,000 to $100,000.

The following text will appear if the Investment Performance Account Investment Options are elected:
The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis.

[If Protection with Investment Performance Account Investment Options are elected, the following will replace the above sentence.]
[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Protection with Investment Performance Account Investment Options.]

28. **Data Page 12, "Transfer Charges and the Number of Free Transfers":** The number of free transfers [12] is shown (range 4-24). The charge for any transfer in excess of the number of free transfers will not exceed $35.

29. **Data Page 13, "Contract Fee":** Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will range from 1.00% to 2.00%.

    The Contract Fee is determined by the Owner's election of Investment Performance Account Investment Options and Protection with Investment Performance Account Investment Options and will be reflected on the Data Pages. In addition, a Variable Investment Option Facilitation Charge will apply to certain variable investment options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

30. **Data Pages 14-15:** Certain Withdrawal Charge waivers vary by market segment or Rider issuance as described in the variable text which prefaces bracketed items. Accordingly, the number of waivers will vary by Contract based on these criteria.

SOV for Part E of Data Pages

A. The entire block of text pertaining to the GIB Rider will appear when a client is issued the Rider.

1. Data Page 17: References to [95th birthday] and [age 95] may be revised to comply with regulatory changes pertaining to annuity contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80 to 105.

2. Data Page 17: Reference to bracketed [first] Contract Date Anniversary may range from first to fifteenth. Reference to bracketed [four] ranges from 0 to 15. The bracketed sentence on contribution exclusions will appear when applicable. Currently such amounts are not excluded for purposes of determining the Annual Withdrawal Amount.

3. Data Page 17: Reference to bracketed [in the second Contract Year] may range from "Immediately" to "in the fifteenth Contract Year."

4. Data Page 18: The following sentences and/or sentence fragments will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.

   "An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in your Rider."

5. Data Page 18: In the Automatic Reset of the GIB Rollup Benefit Base provision, [third] Contract Date Anniversary may range from [first] to the [tenth] Contract Date Anniversary and "30 days" may range from 15 to 120 days.

6. Data Page 18: GIB Payment Table - The age breaks may vary plus or minus ten years. Each GIB Payment Factor may vary plus or minus 200 basis points.

7. Data Page 18: The current charge of 0.95% for the Rider will range from 0.50% to 1.40%. The max charge of 1.25% for the Rider will range from 0.80% to 1.70%.

A. The entire block of text pertaining to the "Greater of" GMDB Rider will appear when a client is issued the Rider.

1. Data Pages 19 -21: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.

2 Data Page 19: The bracketed text beginning with [including for any required minimum distribution withdrawal…] will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis because an RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments.

   Note: If the above is not included, item "(v)" will be changed to "(iv)".

3. Data Page 20: Automatic Reset of the Rollup Benefit Base - [third] Contract Date Anniversary may range from the [first] to the [tenth] Contract Date Anniversary

4. Data Page 20: The charge of [0.95%] for the Rider will range from 0.50% to 1.25%. The maximum charge of [1.10%] for the Rider will range from 0.65% to 1.40%.

A. The entire block of text pertaining to the "HAV" GMDB Rider will appear when a client is issued the Rider.

1. Data Page 21: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.

2. Data Page 21: The charge of 0.25% for the Rider will range from 0.15% to 1.10%.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Contract Form ICC10BASE1-A or ICC10BASE1-B (depending on jurisdiction) and Data Pages ICC10DPC marketed as AXA Equitable's "Retirement Cornerstone 11 –Series C Share"

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate ***[in bold italics]*** when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's optional benefit elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Contract ICC10BASE1-A/B:

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Cover Page:** The Company's address, telephone number and online address may change in the future.
3. **Cover Page**: Officer's titles and signatures are bracketed and may change in the future.

Data Pages ICC10DPC:

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.

2. Data Page 1***: (This item applies to Non Qualified Contracts only):*** a Joint Annuitant may be added.

3. **Data Page 1 *(This item applies to Inherited IRA/Roth IRA Contracts only.)*:** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation "Special Surviving Spouse" will appear after the Owner's name and the Original Owner's date of death will be shown.

4. **Data Page 1 *(This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.)*:** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant's name and date of death will be shown here.

5. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.

6. **Data Page 2, "Investment Option Endorsement" and "Optional Riders":** Any Benefit Endorsement or Optional Riders that an Owner elects applicable to a Contract will be listed on the Data Pages.

7. **Data Page 2:** "Maturity Date" The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. The range for age 95, is 80 to 105. "60 Days" may range from 30 to 120 days. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.***

8. **Data Page 2, "BCO Distribution Commencement Date":** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as "Non-Spousal QP to Inherited IRA BCO Contracts").

9. **Data Page 3 and throughout the Data Pages,** If GIB and/or an optional GMDB is issued with the Contract, the GIB and/or GMDB text shown in the Data Pages will appear on the Owner's Data Pages. If GIB and/or an optional GMDB is **not** elected, and unless alternate text is shown in the Data Pages, **no text will appear** on the Owner's Data Pages.

10. **Data Page 3, "Initial [Annual] Rollup Rate", "Initial Deferral Bonus Rollup Rate", "Ten Year Treasuries Formula Rate" and Deferral Bonus Ten Year Treasuries Formula Rate" :** If GIB or the "Greater of Death Benefit" is elected the Rollup Rate text will appear. The Annual and Deferral Rollup Rate will be set each calendar quarter for Contract Date Anniversaries during that quarter, and currently will be applicable for one Contract Year. The one year, or initial "Annual" applicability may change to a period from 2 months to 2 years.

Initial [Annual] Rollup Rate:

Rates Shown	Range
5.00%	1.5% to 7.00%

Initial Deferral Bonus Rollup Rate:

Rates Shown	Range
7.00%	5.00% to 10.00%

If the initial Annual Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula or if the initial Deferral Bonus Rollup Rate is greater than the rate derived from the Deferral Bonus Ten Year Treasuries formula, the following sentence will then appear in the Data Pages: "This rate is greater than the rate derived from the formula shown below".

If either or both the Initial Annual Rollup Rate and/or the Deferral Bonus Ten Year Treasuries Formula Rate is locked for a fixed period of more than one year, the following text will appear. "This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Rollup Rate/Deferral Bonus Rollup Rate will be determined by the formula below".

The paragraph below the following Table is alternate text which will appear if the guaranteed minimum rollup rate will change at specified intervals during the term of the Contract. The various durations of Rider minimum rates will be the minimum rates in effect at the time of issue and are guaranteed for the duration of the Rider as shown in the Table below. The rates and durations shown below may vary as follows.

Rates Shown	Range
0.10%	0.10% to 0.40%
1.00%	0.05% to 3.00%
1.50%	0.50% to 5.00%
2.00%	
4.00%	
5.00%	1.50% to 7.00%
7.00%	5.00% to 10.00%
8.00%	5.00% to 15.00%
Duration/Period Shown	**Range/[Alternate Text]**
Annual, One year, Contract Year or First Contract Year	2 Months to 10 years
Second Contract Date Anniversary, Contract Date Anniversary,	First 2 Months following the Contract Date to tenth Contract Date Anniversary
2 Contract Years	One Month to 10 Contract Years
4 Contract Years	
6th Contract Year	
[Each]; [The]	[The]; [Each]; one to five years; each Contract Date Anniversary to the tenth Contract Anniversary
20 days	5 – 30 days
15th day	1st – 31st day
Quarter	Month-annual
Text Shown	**Range/[Alternate Text]**
Ten-year	Treasury Index may change to an index of a different Treasury maturity within a range of 5-year to 15-year Treasuries.
Nearest	[Lowest]
Plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]	is a discretionary additional amount that may not apply.

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%].]

As an alternative to the rate formula shown in the Data Pages, the Company may apply the following provision pertaining to the formula in lieu thereof:

If GIB is elected the following will appear:
Initial Annual Rollup Rate:

Your initial Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.] This rate will apply for [2] Contract Years. [After completion of [2] Contract Years, your Rollup Rate will be determined by the formula below.]

Your Initial Deferral Bonus Rollup Rate is [7.00%]. [This rate is greater than the rate derived from the formula shown below.] This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Deferral Bonus Rollup Rate will be determined by the formula below.

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –
The minimum [annual] Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [7%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum Deferral Bonus Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum Deferral Bonus Rollup Rate will never be less than [4%] or more than [9%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

11. Data Page 4 "Guaranteed Interest Option": Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed

interest rate established for that Contract will apply for the Contract's duration and the rate will not be reset.

12. **Data Pages 4-5, "Investment Options":** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable's Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

We reserve the right to limit the number of Investment Options an Owner may elect to 90. "90" may vary from 50 to 150.

- **Investment Performance Account Investment Options**

The Investment Options and allocation percentage elected by the Owner will be listed in the Data Pages. The Data Pages show an illustrative list of Variable Investment Options. Shown below is the list of the Investment Performance Account Investment Options available under this Contract. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

Asset Allocation	**International/Global**
All Asset Allocation	AllianceBernstein International Growth Portfolio
AllianceBernstein Balanced Wealth Strategy Portfolio	EQ/AllianceBernstein International
AXA Aggressive Allocation	EQ/BlackRock International Value
AXA Balanced Strategy	EQ/International Growth
AXA Conservative Growth Strategy	EQ/Oppenheimer Global
AXA Conservative Strategy	EQ/Templeton Global Equity
AXA Growth Strategy	Invesco V.I. International Growth Fund
AXA Moderate Allocation	Lazard Retirement Emerging Markets Equity Portfolio
AXA Moderate Growth Strategy	MFS® International Value Portfolio
AXA Moderate-Plus Allocation	Templeton Developing Markets Securities Fund
BlackRock Global Allocation V.I. Fund	Templeton Foreign Securities Fund
EQ/Franklin Core Balanced	Templeton Growth Securities Fund
EQ/Franklin Templeton Allocation	
Fidelity® VIP Asset Manager: Growth® Portfolio	**Sector/Specialty**
Franklin Income Securities Fund	EQ/GAMCO Mergers and Acquisitions
Franklin Templeton VIP Founding Funds Allocation Fund	Invesco V.I. Financial Services Fund
Ivy Funds VIP Asset Strategy	Invesco V.I. Global Real Estate Fund
Fidelity® VIP Freedom 2015 Portfolio	Invesco V.I. Leisure Fund
Fidelity® VIP Freedom 2020 Portfolio	Ivy Funds VIP Energy

Fidelity® VIP Freedom 2025 Portfolio	Ivy Funds VIP Global Natural Resources
Fidelity® VIP Freedom 2030 Portfolio	Ivy Funds VIP Science & Technology
	MFS® Technology Portfolio
Large Cap	MFS® Utilities Series
American Century VP Large Company Value	PIMCO VIT CommodityRealReturn® Strategy Portfolio
BlackRock Large Cap Growth V.I. Fund	ProFund VP Bear
EQ/BlackRock Basic Value Equity	ProFund VP Biotechnology
EQ/Boston Advisors Equity Income	Rydex|SGI VT Managed Futures Strategy Fund
EQ/Capital Guardian Growth	Rydex|SGI VT Alternative Strategies Allocation Fund
EQ/Capital Guardian Research	Rydex VT Inverse S&P 500 Strategy
EQ/Davis New York Venture	T. Rowe Price Health Sciences Portfolio - II
EQ/JPMorgan Value Opportunities	Van Eck VIP Global Hard Assets Fund
EQ/Montag & Caldwell Growth	
EQ/Mutual Large Cap Equity	**Index/ATM**
EQ/T. Rowe Price Growth Stock	AXA Tactical Manager 400
EQ/Van Kampen Comstock	AXA Tactical Manager 500
EQ/Wells Fargo Advantage Omega Growth	AXA Tactical Manager 2000
Fidelity® VIP Contrafund® Portfolio	AXA Tactical Manager International
Ivy Funds VIP Dividend Opportunities	EQ/Common Stock Index
Lord Abbett Classic Stock (VC)	EQ/Equity 500 Index
MFS® Investors Growth Stock Series	EQ/International ETF
MFS® Investors Trust Series	EQ/Large Cap Growth Index
Mutual Shares Securities Fund	EQ/Large Cap Value Index
	EQ/Mid Cap Index
Mid Cap	EQ/Small Company Index
American Century VP Mid Cap Value	
EQ/Morgan Stanley Mid Cap Growth	**Fixed Income**
Fidelity® VIP Mid Cap Portfolio	EQ/Core Bond Index
Goldman Sachs VIT Mid Cap Value Fund	EQ/Global Bond PLUS
Invesco V.I. Mid Cap Core Equity Fund	EQ/Intermediate Government Bond Index
Ivy Funds VIP Mid Cap Growth	EQ/Money Market
Lord Abbett Growth Opportunities (VC)	EQ/PIMCO Ultra Short Bond
	Fidelity® VIP Strategic Income Portfolio
Small Cap	Franklin Strategic Income Securities Fund
EQ/AllianceBernstein Small Cap Growth	Guaranteed Interest Option (GIO) (maximum 25%)
EQ/AXA Franklin Small Cap Value Core	Invesco V.I. High Yield
EQ/GAMCO Small Company Value	Ivy Funds VIP High Income
Invesco V.I. Small Cap Equity Fund	Lord Abbett Bond Debenture (VC)
Ivy Funds VIP Small Cap Growth	PIMCO VIT Emerging Markets Bond Portfolio
	PIMCO VIT Real Return Strategy Portfolio
	PIMCO VIT Total Return Portfolio
	Templeton Global Bond Securities Fund

Hybrid/PLUS	
EQ/Global Multi-Sector Equity	
EQ/International Core PLUS	
EQ/Large Cap Growth PLUS	
EQ/Large Cap Value PLUS	
EQ/Mid Cap Value PLUS	

No more than 25% of the Account for Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limit may range from 5 to 100%

Applicable to the Guaranteed Interest Option. The Guaranteed Interest Option is available only under the Investment Performance Account Investment Options. No more than 25% of the total Annuity Account Value of the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future. The percentage limit may range from 5 to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the Investment Performance Account Investment Options.

- **Protection with Investment Performance Account Investment Options**

If the GIB or an optional GMDB Rider has been elected, then the Protection with Investment Performance Account Investment Options are available in addition to the Investment Performance Account Investment Options.

The Investment Options and allocation percentage elected by the Owner's will be listed here. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

[If GIB or an optional GMDB is elected the following will appear]
Subsequent Contributions to the Protection with Investment Performance Account Investment Options are not permitted after the date the first Withdrawal is taken from the Protection with Investment Performance Account Value.

Transfers and Contributions to Protection with Investment Performance Account Investment Options may not exceed a total of [$1,500,000]. The transfer amount may change within a range of $500,000 to $2,500,000.

13. **Data Page 6 "Contribution and Allocations":**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes.

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

Data Page 4: "Initial Contribution Received" The Owner's initial Contribution amount will appear on Data Page 4.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits to accommodate an optional GIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business. The current maximum contribution amount requirements are $1,500,000 ($500,000 for issue ages 81 – 85). The maximum contribution amount may range from $250,000 (for issue ages 81 – 85) to $5,000,000 for all AXA Equitable Contracts/s.

Data Page 6, "Subsequent Contributions": ***[The following text will appear for subsequent contributions made to the Investment Performance Account Investment Options.]*** Subsequent Contributions can be made until the older of the original Annuitant and Owner attain age 86 or if later, the first Contract Date Anniversary.

[If GIB or an optional GMDB is elected the following will appear in lieu of the above.] Subsequent Contributions to the Protection with Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age 75 or if later, the first Contract Date Anniversary.

The age for subsequent contributions may range from 71 to 86. The first Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary

Table A: The Contribution limits will be shown in the Contract Owner's Data Pages based on the Owner's market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
$25,000 *(Range of $5,000 to $50,000)*	$500 ($50 for IRA/Roth, $1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation *(Range of $20 to $2,000)*

Table B: The following language (based on the Contract Owner's market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be ''regular'' IRA Contributions,

	rollover Contributions or direct transfers.
Roth IRA	We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans. We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs. Amounts converted from an [Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [$5,000] and [25%] of the Annuity Account Value of your [Retirement Cornerstone] Traditional IRA Contract.
Non- Spousal Applicable Plan Beneficiary Inherited IRA Contracts	We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant's Applicable Plan. No subsequent Contributions can be made.
Inherited Traditional IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Partial Roth IRA Conversion Contracts	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. This percentage may range form 0 to 100%.

14. **Data Page 6, "Discontinuance of Contributions and/or Transfers":** If we discontinue Contributions and transfers into all of the Protection with Investment Performance Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Investment Performance Account Investment Option corresponding to the Protection with Investment Performance Account Investment Option in the allocation instructions. We may reserve the right to discontinue acceptance of contributions and transfers into an individual Protection with Investment Performance Account Investment Option. The default Investment Option may change from the AXA Balanced Strategy Investment Option to a similar Investment Option. The advance notice period of "45" days may range from 30 to 90 days.

15. **[Our right to refuse contributions and allocations is based on certain maximums shown in the Data Pages and the issue age of the Owner]**
Data Page 6, "Contributions and Allocations": The limit on aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options, of "150%" will range from 100% to 200%. Any Contribution restrictions set forth in an Employer's Plan will appear here.

Data Page 6, "Contributions and Allocations": We may refuse to accept any Contribution if the sum of all Contributions under all [Retirement Cornerstone] Contracts with the same Annuitant or Owner would then total more than [$1,500,000] (range $500,000 to $5,000,000).

Data Page 6, "Contributions and Allocations": We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total [$2,500,000] (range $100,000 to $10,000,000).

16. **Data Pages 6-7, Transfer Rules:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity (45 days may range from 30 to 120 days).

17. **Data Page 7, Transfer Percentage Limit:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 5 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.

18. **Data Pages 7-8, Transfers rules among the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options:** The text shown on the Data Pages will appear if GIB or an optional GMDB has been elected. Transfers from the Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are permitted until the older of the original Annuitant and Owner attain age 75, or if later the first Contract Anniversary. Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are not permitted after the date a Contribution is made to the Investment Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the Protection Account Annuity Account Value. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Age 75, may range from 70-95. Transfers to the Protection with Investment Performance Account Investment Options may not exceed $1,500,000. The transfer amount may change within a range of $500,000 to $5,000,000.

19. **Data Pages 8-9 , "Withdrawals":** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from $100 to $1000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.

    The following text will appear for QP Contracts only: [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

20. **Data Page 9, "Contract Termination": The minimum Cash Value amount is** shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from $300 to $1000.

21. **Data Page 9, "Normal Form of Annuity":** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract's maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.***

22. **Data Page 9, "Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)":** The bracketed material reflects AXA Equitable's current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1 to 8%.

23. **Data Page 9, "Conditions for Payment – (Minimum Amount to be Applied to an Annuity)":** The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The $2000 amount may range from $1500 to $7500; the $20 amount may range from $10 to $100.

24. **Data Pages 10 and 12, "Free Withdrawal Amount":** The Free Withdrawal Amount may range from 5% to 30%. The various alternate texts shown in the Data Pages will appear as determined by the Rider(s) issued under the Contract. The 90 day period may range from 45 to 180 days.

25. **Data Page 12, "Annual Administrative Charge":** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed $85 per Contract Year. The minimum Annuity Account Value of $50,000 may range from $25,000 to $100,000.

The following text will appear if the Investment Performance Account Investment Options are elected:
The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis.

[If Protection with Investment Performance Account Investment Options are elected, the following will replace the above sentence.]
[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Money Market Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Protection with Investment Performance Account Investment Options.]

26. **Data Page 12, "Transfer Charges and the Number of Free Transfers":** The number of free transfers [12] is shown (range 4-24). The charge for any transfer in excess of the number of free transfers will not exceed $35.

27. **Data Page 13, "Contract Fee":** Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will range from 1.00% to 2.00%.

The Contract Fee is determined by the Owner's election of Investment Performance Account Investment Options and Protection with Investment Performance Account Investment Options and will be reflected on the Data Pages. In addition, a Variable Investment Option Facilitation Charge will apply to certain variable investment options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

SOV for Part E of Data Pages

A. The entire block of text pertaining to the GIB Rider will appear when a client is issued the Rider.

1. Data Page 13: References to [95th birthday] and [age 95] may be revised to comply with regulatory changes pertaining to annuity contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80 to 105.

2. Data Page 13: Reference to bracketed [first] Contract Date Anniversary may range from first to fifteenth. Reference to bracketed [four] ranges from 0 to 15. The bracketed sentence on contribution exclusions will appear when applicable. Currently such amounts are not excluded for purposes of determining the Annual Withdrawal Amount.

3. Data Page 13: Reference to bracketed [in the second Contract Year] may range from "Immediately" to "in the fifteenth Contract Year."

4. Data Page 14: The following sentences and/or sentence fragments will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.

   "An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in your Rider."

5. Data Page 14: In the Automatic Reset of the GIB Rollup Benefit Base provision, [third] Contract Date Anniversary may range from [first] to the [tenth] Contract Date Anniversary and "30 days" may range from 15 to 120 days.

6. Data Page 14: GIB Payment Table - The age breaks may vary plus or minus ten years. Each GIB Payment Factor may vary plus or minus 200 basis points.

7. Data Page 14: The current charge of 0.95% for the Rider will range from 0.50% to 1.40%. The max charge of 1.25% for the Rider will range from 0.80% to 1.70%.

A. The entire block of text pertaining to the "Greater of" GMDB Rider will appear when a client is issued the Rider.

1. Data Pages 15 -17: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.

2. Data Page 15: The bracketed text beginning with [including for any required minimum distribution withdrawal…] will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis because an RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments.

   Note: If the above is not included, item "(v)" will be changed to "(iv)".

3. Data Page 16: Automatic Reset of the Rollup Benefit Base - [third] Contract Date Anniversary may range from the [first] to the [tenth] Contract Date Anniversary

4. Data Page 16: The charge of [0.95%] for the Rider will range from 0.50% to 1.25%. The maximum charge of [1.10%] for the Rider will range from 0.65% to 1.40%.

A. The entire block of text pertaining to the "HAV" GMDB Rider will appear when a client is issued the Rider.

1. Data Page 17: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.

2. Data Page 17: The charge of 0.25% for the Rider will range from 0.15% to 1.10%.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Contract Form ICC10BASE2-A or ICC10BASE2-B (depending on jurisdiction) and Data Pages ICC10DPCP marketed as AXA Equitable's "Retirement Cornerstone 11 –Series CP Share"

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate ***[in bold italics]*** when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's optional benefit elections at application.

The Contract is available for issue as an annuity for Qualified Plan funding **(QP-DB and QP-DC),** an Individual Retirement Annuity **(Traditional IRA or Roth IRA)** or as a Non-Qualified annuity **(NQ)**.

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Contract ICC10BASE2-A/B:

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Cover Page:** The Company's address, telephone number and online address may change in the future.
3. **Cover Page**: Officer's titles and signatures are bracketed and may change in the future.

Data Pages ICC10DPCP:

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.

2. Data Page 1***: (This item applies to Non Qualified Contracts only):*** a Joint Annuitant may be added.

3. **Data Page 1,** the following text will appear in the Data Pages for **QP** Contracts:
   Employer; [ABC Company]
   Plan: [ABC Company Plan]

4. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.

5. **Data Pages 2, "Investment Option Endorsement" and "Optional Riders":** Any Benefit Endorsement or Optional Riders that an Owner elects applicable to a Contract will be listed on the Data Pages.

6. **Data Page 2:** "Maturity Date" The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. The range for age 95, is 80 to 105. "60 Days" may range from 30 to 120 days. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.***

7. **Data Page 3 and throughout the Data Pages,** If GIB and/or an optional GMDB is issued with the Contract, the GIB and/or GMDB text shown in the Data Pages will appear on the Owner's Data Pages. If GIB and/or an optional GMDB is **not** elected, and unless alternate text is shown in the Data Pages, **no text will appear** on the Owner's Data Pages.

8. **Data Page 3, "Initial [Annual] Rollup Rate", "Initial Deferral Bonus Rollup Rate", "Ten Year Treasuries Formula Rate" and Deferral Bonus Ten Year Treasuries Formula Rate" :** If GIB or the "Greater of Death Benefit" is elected the Rollup Rate text will appear. The Annual and Deferral Rollup Rate will be set each calendar quarter for Contract Date Anniversaries during that quarter, and currently will be applicable for one Contract Year. The one year, or initial "Annual" applicability may change to a period from 2 months to 2 years.

Initial [Annual] Rollup Rate:

Rates Shown	Range
5.00%	1.5% to 7.00%

Initial Deferral Bonus Rollup Rate:

Rates Shown	Range
7.00%	5.00% to 10.00%

If the initial Annual Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula or if the initial Deferral Bonus Rollup Rate is greater than the rate derived from the Deferral Bonus Ten Year Treasuries formula, the following sentence will then appear in the Data Pages: "This rate is greater than the rate derived from the formula shown below".

If either or both the Initial Annual Rollup Rate and/or the Deferral Bonus Ten Year Treasuries Formula Rate is locked for a fixed period of more than one year, the following text will appear. "This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Rollup Rate/Deferral Bonus Rollup Rate will be determined by the formula below".

The paragraph below the following Table is alternate text which will appear if the guaranteed minimum rollup rate will change at specified intervals during the term of the Contract. The various durations of Rider minimum rates will be the minimum rates in effect at the time of issue and are guaranteed for the duration of the Rider as shown in the Table below. The rates and durations shown below may vary as follows.

Rates Shown	Range
0.10%	0.10% to 0.40%
1.00%	0.05% to 3.00%
1.50%	0.50% to 5.00%
2.00%	
4.00%	
5.00%	1.50% to 7.00%
7.00%	5.00% to 10.00%
8.00%	5.00% to 15.00%
Duration/Period Shown	**Range/[Alternate Text]**
Annual, One year, Contract Year or First Contract Year	2 Months to 10 years
Second Contract Date Anniversary, Contract Date Anniversary,	First 2 Months following the Contract Date to tenth Contract Date Anniversary
2 Contract Years	One Month to 10 Contract Years
4 Contract Years	
6th Contract Year	
[Each]; [The]	[The]; [Each]; one to five years; each Contract Date Anniversary to the tenth Contract Anniversary
20 days	5 – 30 days

15th day	1st – 31st day
Quarter	Month-annual
Text Shown	**Range/[Alternate Text]**
Ten-year	Treasury Index may change to an index of a different Treasury maturity within a range of 5-year to 15-year Treasuries.
Nearest	[Lowest]
Plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]	is a discretionary additional amount that may not apply.

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%].]

As an alternative to the rate formula shown in the Data Pages, the Company may apply the following provision pertaining to the formula in lieu thereof:

If GIB is elected the following will appear:
Initial Annual Rollup Rate:

Your initial Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Rollup Rate will be determined by the formula below.]

Your Initial Deferral Bonus Rollup Rate is [7.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Deferral Bonus Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –
The minimum [annual] Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [7%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum Deferral Bonus Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum Deferral Bonus Rollup Rate will never be less than [4%] or more than [9%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

9. **Data Page 4 "Guaranteed Interest Option":** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

   The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract's duration and the rate will not be reset.

10. **Data Page 4 "Initial Contribution Received":** If the Owner indicates an "Expected First Year Contribution Amount," the following text will appear:

    [Expected First [12 Month] Contribution: [$ 1,000,000.00]] Twelve Months can range from 6 months to 24 months. The amount of the Expected Contribution will vary by individual Contract Owner.

    The following footnote will appear when the Contract is issued as a Roth IRA:

    *[Credits are not applied to Contributions that result from a Roth IRA conversion from an [Retirement Cornerstone] Extra Credit Traditional IRA Contract]. The marketing name "Retirement Cornerstone" may change based on the Company's marketing plan.

11. **Data Pages 4-5, "Investment Options":** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable's Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be

included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

We reserve the right to limit the number of Investment Options an Owner may elect to 90. "90" may vary from 50 to 150.

- **Investment Performance Account Investment Options**

The Investment Options and allocation percentage elected by the Owner will be listed in the Data Pages. The Data Pages show an illustrative list of Variable Investment Options. Shown below is the list of the Investment Performance Account Investment Options available under this Contract. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

Asset Allocation	**International/Global**
All Asset Allocation	AllianceBernstein International Growth Portfolio
AllianceBernstein Balanced Wealth Strategy Portfolio	EQ/AllianceBernstein International
AXA Aggressive Allocation	EQ/BlackRock International Value
AXA Balanced Strategy	EQ/International Growth
AXA Conservative Growth Strategy	EQ/Oppenheimer Global
AXA Conservative Strategy	EQ/Templeton Global Equity
AXA Growth Strategy	Invesco V.I. International Growth Fund
AXA Moderate Allocation	Lazard Retirement Emerging Markets Equity Portfolio
AXA Moderate Growth Strategy	MFS® International Value Portfolio
AXA Moderate-Plus Allocation	Templeton Developing Markets Securities Fund
BlackRock Global Allocation V.I. Fund	Templeton Foreign Securities Fund
EQ/Franklin Core Balanced	Templeton Growth Securities Fund
EQ/Franklin Templeton Allocation	
Fidelity® VIP Asset Manager: Growth® Portfolio	**Sector/Specialty**
Franklin Income Securities Fund	EQ/GAMCO Mergers and Acquisitions
Franklin Templeton VIP Founding Funds Allocation Fund	Invesco V.I. Financial Services Fund
Ivy Funds VIP Asset Strategy	Invesco V.I. Global Real Estate Fund
Fidelity® VIP Freedom 2015 Portfolio	Invesco V.I. Leisure Fund
Fidelity® VIP Freedom 2020 Portfolio	Ivy Funds VIP Energy
Fidelity® VIP Freedom 2025 Portfolio	Ivy Funds VIP Global Natural Resources
Fidelity® VIP Freedom 2030 Portfolio	Ivy Funds VIP Science & Technology
	MFS® Technology Portfolio
Large Cap	MFS® Utilities Series
American Century VP Large Company Value	PIMCO VIT CommodityRealReturn® Strategy Portfolio
BlackRock Large Cap Growth V.I. Fund	ProFund VP Bear
EQ/BlackRock Basic Value Equity	ProFund VP Biotechnology

EQ/Boston Advisors Equity Income	Rydex|SGI VT Managed Futures Strategy Fund
EQ/Capital Guardian Growth	Rydex|SGI VT Alternative Strategies Allocation Fund
EQ/Capital Guardian Research	Rydex VT Inverse S&P 500 Strategy
EQ/Davis New York Venture	T. Rowe Price Health Sciences Portfolio - II
EQ/JPMorgan Value Opportunities	Van Eck VIP Global Hard Assets Fund
EQ/Montag & Caldwell Growth	
EQ/Mutual Large Cap Equity	**Index/ATM**
EQ/T. Rowe Price Growth Stock	AXA Tactical Manager 400
EQ/Van Kampen Comstock	AXA Tactical Manager 500
EQ/Wells Fargo Advantage Omega Growth	AXA Tactical Manager 2000
Fidelity® VIP Contrafund® Portfolio	AXA Tactical Manager International
Ivy Funds VIP Dividend Opportunities	EQ/Common Stock Index
Lord Abbett Classic Stock (VC)	EQ/Equity 500 Index
MFS® Investors Growth Stock Series	EQ/International ETF
MFS® Investors Trust Series	EQ/Large Cap Growth Index
Mutual Shares Securities Fund	EQ/Large Cap Value Index
	EQ/Mid Cap Index
Mid Cap	EQ/Small Company Index
American Century VP Mid Cap Value	
EQ/Morgan Stanley Mid Cap Growth	**Fixed Income**
Fidelity® VIP Mid Cap Portfolio	EQ/Core Bond Index
Goldman Sachs VIT Mid Cap Value Fund	EQ/Global Bond PLUS
Invesco V.I. Mid Cap Core Equity Fund	EQ/Intermediate Government Bond Index
Ivy Funds VIP Mid Cap Growth	EQ/Money Market
Lord Abbett Growth Opportunities (VC)	EQ/PIMCO Ultra Short Bond
	Fidelity® VIP Strategic Income Portfolio
Small Cap	Franklin Strategic Income Securities Fund
EQ/AllianceBernstein Small Cap Growth	Guaranteed Interest Option (GIO) (maximum 25%)
EQ/AXA Franklin Small Cap Value Core	Invesco V.I. High Yield
EQ/GAMCO Small Company Value	Ivy Funds VIP High Income
Invesco V.I. Small Cap Equity Fund	Lord Abbett Bond Debenture (VC)
Ivy Funds VIP Small Cap Growth	PIMCO VIT Emerging Markets Bond Portfolio
	PIMCO VIT Real Return Strategy Portfolio
	PIMCO VIT Total Return Portfolio
	Templeton Global Bond Securities Fund
Hybrid/PLUS	
EQ/Global Multi-Sector Equity	
EQ/International Core PLUS	
EQ/Large Cap Growth PLUS	
EQ/Large Cap Value PLUS	
EQ/Mid Cap Value PLUS	

No more than 25% of the Account for Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limit may range from 5 to 100%

Applicable to the Guaranteed Interest Option. The Guaranteed Interest Option is available only under the Investment Performance Account Investment Options. No more than 25% of the total Annuity Account Value of the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future. The percentage limit may range from 5 to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the Investment Performance Account Investment Options.

- **Protection with Investment Performance Account Investment Options**

If the GIB or an optional GMDB Rider has been elected, then the Protection with Investment Performance Account Investment Options are available in addition to the Investment Performance Account Investment Options.

The Investment Options and allocation percentage elected by the Owner's will be listed here. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

[If GIB or an optional GMDB is elected the following will appear]
Subsequent Contributions to the Protection with Investment Performance Account Investment Options are not permitted after the date the first Withdrawal is taken from the Protection with Investment Performance Account Value.

Transfers and Contributions to Protection with Investment Performance Account Investment Options may not exceed a total of [$1,500,000]. The transfer amount may change within a range of $500,000 to $2,500,000.

12. **Data Pages 6 "Contribution and Allocations":**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes.

Issue Age	Contribution Age Maximum	Age at Maturity Date
0-70	71	95

Data Page 4: "Initial Contribution Received" The Owner's initial Contribution amount will appear on Data Page 4.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits to accommodate an optional GIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment,

distribution channel and/or class of business. The current maximum contribution amount requirements are $1,500,000 and $2,500,000. The maximum contribution amount may range from $250,000 to $5,000,000 for all AXA Equitable Contracts.

Data Page 6, "Subsequent Contributions": ***[The following text will appear for subsequent contributions made to the Investment Performance Account Investment Options.]*** Subsequent Contributions can be made until the older of the original Annuitant and Owner attain age 71 or if later, the first Contract Date Anniversary.

[If GIB or an optional GMDB is elected the following will appear in lieu of the above.] Subsequent Contributions to the Protection with Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age 71 or if later, the first Contract Date Anniversary.

The age for subsequent contributions may range from 65 to 86. The first Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary

Table A: The Contribution limits will be shown in the Contract Owner's Data Pages based on the Owner's market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
$10,000 *(Range of $1,000 to $50,000)*	$500 ($50 for IRA/Roth, $1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation *(Range of $20 to $2,000)*

Table B: The following language (based on the Contract Owner's market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer's check. We may refuse to accept any Contribution if the sum of all Contributions under the Contract would then total more than 80% of the present value of the Annuitant's accrued benefit.
QP-Defined Contribution	The only Contributions we will accept are: (i) transfers from another QP-DC plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer's check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.

Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be ''regular'' IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans. We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs. Amounts converted from an [Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [$5,000] and [25%] of the Annuity Account Value of your [Retirement Cornerstone] Traditional IRA Contract.
Partial Roth IRA Conversion Contracts	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. This percentage may range form 0 to 100%.

13. **Data Page 6, "Discontinuance of Contributions and/or Transfers":** If we discontinue Contributions and transfers into all of the Protection with Investment Performance Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Investment Performance Account Investment Option corresponding to the Protection with Investment Performance Account Investment Option in the allocation instructions. We may reserve the right to discontinue acceptance of contributions and transfers into an individual Protection with Investment Performance Account Investment Option. The default Investment Option may change from the AXA Balanced Strategy Investment Option to a similar Investment Option. The advance notice period of "45" days may range from 30 to 90 days.

14. **[Our right to refuse contributions and allocations is based on certain maximums shown in the Data Pages and the issue age of the Owner]**
Data Page 6, "Contributions and Allocations": The limit on aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options, of "150%" will range from 100% to 200%. Any Contribution restrictions set forth in an Employer's Plan will appear here.

Data Page 6, "Contributions and Allocations": We may refuse to accept any Contribution if the sum of all Contributions under all [Retirement Cornerstone] Contracts with the same Annuitant or Owner would then total more than [$1,500,000] (range $500,000 to $5,000,000).

Data Page 6, "Contributions and Allocations": We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total [$2,500,000] (range $100,000 to $10,000,000).

15. **Data Pages 6-7, Transfer Rules:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of

strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity (45 days may range from 30 to 120 days).

16. **Data Page 7, Transfer Percentage Limit:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 5 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.

17. **Data Pages 7-8, Transfers rules among the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options:** The text shown on the Data Pages will appear if GIB or an optional GMDB has been elected. Transfers from the Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are permitted until the older of the original Annuitant and Owner attain age 75, or if later the first Contract Anniversary. Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are not permitted after the date a Contribution is made to the Investment Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the Protection Account Annuity Account Value. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Age 75, may range from 70-95. Transfers to the Protection with Investment Performance Account Investment Options may not exceed $1,500,000. The transfer amount may change within a range of $500,000 to $5,000,000.

18. **Data Pages 8-9 , "Withdrawals":** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from $100 to $1000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.

    The following text will appear for QP Contracts only: [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

19. **Data Page 9, "Contract Termination": The minimum Cash Value amount is** shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from $300 to $1000.

20. **Data Page 9, "Normal Form of Annuity":** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract's maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations.

21. **Data Page 9, "Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)":** The bracketed material reflects AXA Equitable's current policy

regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1 to 8%.

22. **Data Page 9, "Conditions for Payment – (Minimum Amount to be Applied to an Annuity)":** The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The $2000 amount may range from $1500 to $7500; the $20 amount may range from $10 to $100.

23. **Data Pages 10 and 12, "Free Withdrawal Amount":** The Free Withdrawal Amount may range from 5% to 30%. The various alternate texts shown in the Data Pages will appear as determined by the Rider(s) issued under the Contract. The 90 day period may range from 45 to 180 days.

24. **Data Page 12, "Annual Administrative Charge":** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed $85 per Contract Year. The minimum Annuity Account Value of $50,000 may range from $25,000 to $100,000.

The following text will appear if the Investment Performance Account Investment Options are elected:
The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis.

[If Protection with Investment Performance Account Investment Options are elected, the following will replace the above sentence.]
[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Dollar Cost Averaging, if applicable, any remaining portion o f the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Protection with Investment Performance Account Investment Options.]

25. **Data Page 12, "Transfer Charges and the Number of Free Transfers":** The number of free transfers [12] is shown (range 4-24). The charge for any transfer in excess of the number of free transfers will not exceed $35.

26. **Data Page 13, "Contract Fee":** Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will range from 1.00% to 2.00%.

The Contract Fee is determined by the Owner's election of Investment Performance Account Investment Options and Protection with Investment Performance Account Investment Options and will be reflected on the Data Pages. In addition, a Variable Investment Option Facilitation

Charge will apply to certain variable investment options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

27. **Data Pages 14-15:** Certain Withdrawal Charge waivers vary by market segment or Rider issuance as described in the variable text which prefaces bracketed items. Accordingly, the number of waivers will vary by Contract based on these criteria.

SOV for Part E of Data Pages

A. The entire block of text pertaining to the GIB Rider will appear when a client is issued the Rider.

1. Data Page 16: References to [95th birthday] and [age 95] may be revised to comply with regulatory changes pertaining to annuity contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80 to 105.

2. Data Page 16: Reference to bracketed [first] Contract Date Anniversary may range from first to fifteenth. Reference to bracketed [four] ranges from 0 to 15. The bracketed sentence on contribution exclusions will appear when applicable. Currently such amounts are not excluded for purposes of determining the Annual Withdrawal Amount.

3. Data Page 16: Reference to bracketed [in the second Contract Year] may range from "Immediately" to "in the fifteenth Contract Year."

4. Data Page 17: The following sentences and/or sentence fragments will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.

   "An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in your Rider."

5. Data Page 17: In the Automatic Reset of the GIB Rollup Benefit Base provision, [third] Contract Date Anniversary may range from [first] to the [tenth] Contract Date Anniversary and "30 days" may range from 15 to 120 days.

6. Data Page 17: GIB Payment Table - The age breaks may vary plus or minus ten years. Each GIB Payment Factor may vary plus or minus 200 basis points.

7. Data Page 17: The current charge of 0.95% for the Rider will range from 0.50% to 1.40%. The max charge of 1.25% for the Rider will range from 0.80% to 1.70%.

A. The entire block of text pertaining to the "Greater of" GMDB Rider will appear when a client is issued the Rider.

1. Data Pages 18 - 19: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.

2 Data Page 18: The bracketed text beginning with [including for any required minimum distribution withdrawal…] will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis because an RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments.

Note: If the above is not included, item "(v)" will be changed to "(iv)".

3. Data Page 19: Automatic Reset of the Rollup Benefit Base - [third] Contract Date Anniversary may range from the [first] to the [tenth] Contract Date Anniversary

4. Data Page 19: The charge of [0.95%] for the Rider will range from 0.50% to 1.25%. The maximum charge of [1.10%] for the Rider will range from 0.65% to 1.40%.

A. The entire block of text pertaining to the "HAV" GMDB Rider will appear when a client is issued the Rider.

1. Data Page 20: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.

2. Data Page 20: The charge of 0.25% for the Rider will range from 0.15% to 1.10%.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Contract Form ICC10BASE2-A or ICC10BASE2-B (depending on jurisdiction) and Data Pages ICC10DPL marketed as AXA Equitable's "Retirement Cornerstone 11 –Series L Share"

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate ***[in bold italics]*** when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's optional benefit elections at application.

The Contract is available for issue as an annuity for Qualified Plan funding **(QP-DB and QP-DC),** an Individual Retirement Annuity **(Traditional IRA or Roth IRA)** or as a Non-Qualified annuity **(NQ)**.

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Contract ICC10BASE2-A/B:

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Cover Page:** The Company's address, telephone number and online address may change in the future.
3. **Cover Page**: Officer's titles and signatures are bracketed and may change in the future.

Data Pages ICC10DPL:

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.

2. Data Page 1***: (This item applies to Non Qualified Contracts only):*** a Joint Annuitant may be added.

3. **Data Page 1 *(This item applies to Inherited IRA/Roth IRA Contracts only.)*:** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation "Special Surviving Spouse" will appear after the Owner's name and the Original Owner's date of death will be shown.

4. **Data Page 1 *(This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.)*:** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant's name and date of death will be shown here.

5. **Data Page 1,** the following text will appear in the Data Pages for **QP** Contracts:
   Employer; [ABC Company]
   Plan: [ABC Company Plan]

6. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.

7. **Data Pages 2, "Investment Option Endorsement" and "Optional Riders":** Any Benefit Endorsement or Optional Riders that an Owner elects applicable to a Contract will be listed on the Data Pages.

8. **Data Page 2:** "Maturity Date" The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. The range for age 95, is 80 to 105. "60 Days" may range from 30 to 120 days. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.***

9. **Data Page 2, "BCO Distribution Commencement Date":** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as "Non-Spousal QP to Inherited IRA BCO Contracts").

10. **Data Page 3 and throughout the Data Pages,** If GIB and/or an optional GMDB is issued with the Contract, the GIB and/or GMDB text shown in the Data Pages will appear on the Owner's Data Pages. If GIB and/or an optional GMDB is **not** elected, and unless alternate text is shown in the Data Pages, **no text will appear** on the Owner's Data Pages.

11. **Data Page 3, "Initial [Annual] Rollup Rate", "Initial Deferral Bonus Rollup Rate", "Ten Year Treasuries Formula Rate" and Deferral Bonus Ten Year Treasuries Formula Rate" :** If GIB or the "Greater of Death Benefit" is elected the Rollup Rate text will appear. The Annual and Deferral Rollup Rate will be set each calendar quarter for Contract Date Anniversaries during that quarter, and currently will be applicable for one Contract Year. The one year, or initial "Annual" applicability may change to a period from 2 months to 2 years.

Initial [Annual] Rollup Rate:

Rates Shown	Range
5.00%	1.5% to 7.00%

Initial Deferral Bonus Rollup Rate:

Rates Shown	Range
7.00%	5.00% to 10.00%

If the initial Annual Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula or if the initial Deferral Bonus Rollup Rate is greater than the rate derived from the Deferral Bonus Ten Year Treasuries formula, the following sentence will then appear in the Data Pages: "This rate is greater than the rate derived from the formula shown below".

If either or both the Initial Annual Rollup Rate and/or the Deferral Bonus Ten Year Treasuries Formula Rate is locked for a fixed period of more than one year, the following text will appear. "This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Rollup Rate/Deferral Bonus Rollup Rate will be determined by the formula below".

The paragraph below the following Table is alternate text which will appear if the guaranteed minimum rollup rate will change at specified intervals during the term of the Contract. The various durations of Rider minimum rates will be the minimum rates in effect at the time of issue and are guaranteed for the duration of the Rider as shown in the Table below. The rates and durations shown below may vary as follows.

Rates Shown	Range
0.10%	0.10% to 0.40%
1.00%	0.05% to 3.00%
1.50%	0.50% to 5.00%
2.00%	
4.00%	
5.00%	1.50% to 7.00%
7.00%	5.00% to 10.00%
8.00%	5.00% to 15.00%
Duration/Period Shown	**Range/[Alternate Text]**
Annual, One year, Contract Year or First Contract Year	2 Months to 10 years
Second Contract Date Anniversary, Contract Date Anniversary,	First 2 Months following the Contract Date to tenth Contract Date Anniversary
2 Contract Years	One Month to 10 Contract Years
4 Contract Years	
6th Contract Year	
[Each]; [The]	[The]; [Each]; one to five years; each Contract Date Anniversary to the tenth Contract Anniversary
20 days	5 – 30 days
15th day	1st – 31st day
Quarter	Month-annual
Text Shown	**Range/[Alternate Text]**
Ten-year	Treasury Index may change to an index of a different Treasury maturity within a range of 5-year to 15-year Treasuries.
Nearest	[Lowest]
Plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]	is a discretionary additional amount that may not apply.

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%].]

As an alternative to the rate formula shown in the Data Pages, the Company may apply the following provision pertaining to the formula in lieu thereof:

If GIB is elected the following will appear:
Initial Annual Rollup Rate:

Your initial Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Rollup Rate will be determined by the formula below.]

Your Initial Deferral Bonus Rollup Rate is [7.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Years. After completion of [2] Contract Years, your Deferral Bonus Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –
The minimum [annual] Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [7%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum Deferral Bonus Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum Deferral Bonus Rollup Rate will never be less than [4%] or more than [9%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

12. **Data Page 4 "Special Dollar Cost Averaging":** Special DCA is available under this Series B Contract. The rate and duration are shown and may vary as follows: Rate: 2-20%; Duration: 3 to 24 months.

13. **Data Page 4 "Guaranteed Interest Option":** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is

bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract's duration and the rate will not be reset.

14. **Data Pages 4-5, "Investment Options":** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable's Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

We reserve the right to limit the number of Investment Options an Owner may elect to 90. "90" may vary from 50 to 150.

- **Investment Performance Account Investment Options**

The Investment Options and allocation percentage elected by the Owner will be listed in the Data Pages. The Data Pages show an illustrative list of Variable Investment Options. Shown below is the list of the Investment Performance Account Investment Options available under this Contract. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

Asset Allocation	**International/Global**
All Asset Allocation	AllianceBernstein International Growth Portfolio
AllianceBernstein Balanced Wealth Strategy Portfolio	EQ/AllianceBernstein International
AXA Aggressive Allocation	EQ/BlackRock International Value
AXA Balanced Strategy	EQ/International Growth
AXA Conservative Growth Strategy	EQ/Oppenheimer Global
AXA Conservative Strategy	EQ/Templeton Global Equity
AXA Growth Strategy	Invesco V.I. International Growth Fund
AXA Moderate Allocation	Lazard Retirement Emerging Markets Equity Portfolio
AXA Moderate Growth Strategy	MFS® International Value Portfolio
AXA Moderate-Plus Allocation	Templeton Developing Markets Securities Fund
BlackRock Global Allocation V.I. Fund	Templeton Foreign Securities Fund
EQ/Franklin Core Balanced	Templeton Growth Securities Fund
EQ/Franklin Templeton Allocation	
Fidelity® VIP Asset Manager: Growth® Portfolio	**Sector/Specialty**
Franklin Income Securities Fund	EQ/GAMCO Mergers and Acquisitions
Franklin Templeton VIP Founding Funds Allocation Fund	Invesco V.I. Financial Services Fund

Ivy Funds VIP Asset Strategy	Invesco V.I. Global Real Estate Fund
Fidelity® VIP Freedom 2015 Portfolio	Invesco V.I. Leisure Fund
Fidelity® VIP Freedom 2020 Portfolio	Ivy Funds VIP Energy
Fidelity® VIP Freedom 2025 Portfolio	Ivy Funds VIP Global Natural Resources
Fidelity® VIP Freedom 2030 Portfolio	Ivy Funds VIP Science & Technology
	MFS® Technology Portfolio
Large Cap	MFS® Utilities Series
American Century VP Large Company Value	PIMCO VIT CommodityRealReturn® Strategy Portfolio
BlackRock Large Cap Growth V.I. Fund	ProFund VP Bear
EQ/BlackRock Basic Value Equity	ProFund VP Biotechnology
EQ/Boston Advisors Equity Income	Rydex|SGI VT Managed Futures Strategy Fund
EQ/Capital Guardian Growth	Rydex|SGI VT Alternative Strategies Allocation Fund
EQ/Capital Guardian Research	Rydex VT Inverse S&P 500 Strategy
EQ/Davis New York Venture	T. Rowe Price Health Sciences Portfolio - II
EQ/JPMorgan Value Opportunities	Van Eck VIP Global Hard Assets Fund
EQ/Montag & Caldwell Growth	
EQ/Mutual Large Cap Equity	**Index/ATM**
EQ/T. Rowe Price Growth Stock	AXA Tactical Manager 400
EQ/Van Kampen Comstock	AXA Tactical Manager 500
EQ/Wells Fargo Advantage Omega Growth	AXA Tactical Manager 2000
Fidelity® VIP Contrafund® Portfolio	AXA Tactical Manager International
Ivy Funds VIP Dividend Opportunities	EQ/Common Stock Index
Lord Abbett Classic Stock (VC)	EQ/Equity 500 Index
MFS® Investors Growth Stock Series	EQ/International ETF
MFS® Investors Trust Series	EQ/Large Cap Growth Index
Mutual Shares Securities Fund	EQ/Large Cap Value Index
	EQ/Mid Cap Index
Mid Cap	EQ/Small Company Index
American Century VP Mid Cap Value	
EQ/Morgan Stanley Mid Cap Growth	**Fixed Income**
Fidelity® VIP Mid Cap Portfolio	EQ/Core Bond Index
Goldman Sachs VIT Mid Cap Value Fund	EQ/Global Bond PLUS
Invesco V.I. Mid Cap Core Equity Fund	EQ/Intermediate Government Bond Index
Ivy Funds VIP Mid Cap Growth	EQ/Money Market
Lord Abbett Growth Opportunities (VC)	EQ/PIMCO Ultra Short Bond
	Fidelity® VIP Strategic Income Portfolio
Small Cap	Franklin Strategic Income Securities Fund
EQ/AllianceBernstein Small Cap Growth	Guaranteed Interest Option (GIO) (maximum 25%)
EQ/AXA Franklin Small Cap Value Core	Invesco V.I. High Yield
EQ/GAMCO Small Company Value	Ivy Funds VIP High Income
Invesco V.I. Small Cap Equity Fund	Lord Abbett Bond Debenture (VC)
Ivy Funds VIP Small Cap Growth	PIMCO VIT Emerging Markets Bond Portfolio
	PIMCO VIT Real Return Strategy Portfolio

	PIMCO VIT Total Return Portfolio
	Templeton Global Bond Securities Fund
Hybrid/PLUS	
EQ/Global Multi-Sector Equity	
EQ/International Core PLUS	
EQ/Large Cap Growth PLUS	
EQ/Large Cap Value PLUS	
EQ/Mid Cap Value PLUS	

No more than 25% of the Account for Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limit may range from 5 to 100%

Applicable to the Guaranteed Interest Option. The Guaranteed Interest Option is available only under the Investment Performance Account Investment Options. No more than 25% of the total Annuity Account Value of the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future. The percentage limit may range from 5 to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the Investment Performance Account Investment Options.

- **Protection with Investment Performance Account Investment Options**

If the GIB or an optional GMDB Rider has been elected, then the Protection with Investment Performance Account Investment Options are available in addition to the Investment Performance Account Investment Options.

The Investment Options and allocation percentage elected by the Owner's will be listed here. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

[If GIB or an optional GMDB is elected the following will appear]
Subsequent Contributions to the Protection with Investment Performance Account Investment Options are not permitted after the date the first Withdrawal is taken from the Protection with Investment Performance Account Value.

Transfers and Contributions to Protection with Investment Performance Account Investment Options may not exceed a total of [$1,500,000]. The transfer amount may change within a range of $500,000 to $2,500,000.

15. **Data Page 6 "Contribution and Allocations":**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes.

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts and 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

Data Page 4: "Initial Contribution Received" The Owner's initial Contribution amount will appear on Data Page 4.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits to accommodate an optional GIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business. The current maximum contribution amount requirements are $1,500,000 ($500,000 for issue ages 81 – 85). The maximum contribution amount may range from $250,000 (for issue ages 81 – 85) to $5,000,000 for all AXA Equitable Contracts.

Data Page 6, "Subsequent Contributions": ***[The following text will appear for subsequent contributions made to the Investment Performance Account Investment Options.]*** Subsequent Contributions can be made until the older of the original Annuitant and Owner attain age 86 or if later, the first Contract Date Anniversary.

[If GIB or an optional GMDB is elected the following will appear in lieu of the above.] Subsequent Contributions to the Protection with Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age 75 or if later, the first Contract Date Anniversary.

The age for subsequent contributions may range from 71 to 86. The first Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary

Table A: The Contribution limits will be shown in the Contract Owner's Data Pages based on the Owner's market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
$10,000 *(Range of $1,000 to $50,000)*	$500 ($50 for IRA/Roth, $1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation *(Range of $20 to $2,000)*

Table B: The following language (based on the Contract Owner's market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text

QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer's check. We may refuse to accept any Contribution if the sum of all Contributions under the Contract would then total more than 80% of the present value of the Annuitant's accrued benefit.
QP-Defined Contribution	The only Contributions we will accept are: (i) transfers from another QP-DC plan and (ii) amounts attributable to a change of investment vehicles in the plan. We will not accept ongoing Contributions or Contributions directly from an employer, or through an employer's check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be ''regular'' IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans. We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs. Amounts converted from an [Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [$5,000] and [25%] of the Annuity Account Value of your [Retirement Cornerstone] Traditional IRA Contract.
Non- Spousal Applicable Plan Beneficiary Inherited IRA Contracts	We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant's Applicable Plan. No subsequent Contributions can be made.
Inherited Traditional IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Inherited Roth IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Partial Roth IRA Conversion Contracts	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. This percentage may range form 0 to 100%.

16. **Data Page 6, "Discontinuance of Contributions and/or Transfers":** If we discontinue Contributions and transfers into all of the Protection with Investment Performance Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Investment Performance Account Investment Option corresponding to the Protection with Investment Performance Account Investment Option in the allocation instructions. We may reserve the right to discontinue acceptance of contributions and transfers into an individual Protection with Investment Performance Account Investment Option. The default Investment Option may change from the AXA Balanced Strategy Investment Option to a similar Investment Option. The advance notice period of "45" days may range from 30 to 90 days.

17. **[Our right to refuse contributions and allocations is based on certain maximums shown in the Data Pages and the issue age of the Owner]**
Data Page 6, "Contributions and Allocations": The limit on aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options, of "150%" will range from 100% to 200%. Any Contribution restrictions set forth in an Employer's Plan will appear here.

Data Page 6, "Contributions and Allocations": We may refuse to accept any Contribution if the sum of all Contributions under all [Retirement Cornerstone] Contracts with the same Annuitant or Owner would then total more than [$1,500,000] (range $500,000 to $5,000,000).

Data Page 6, "Contributions and Allocations": We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total [$2,500,000] (range $100,000 to $10,000,000).

18. **Data Pages 6-7, Transfer Rules:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity (45 days may range from 30 to 120 days).

19. **Data Page 7, Transfer Percentage Limit:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 5 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.

20. **Data Pages 7-8, Transfers rules among the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options:** The text shown on the Data Pages will appear if GIB or an optional GMDB has been elected. Transfers from the Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are permitted until the older of the original Annuitant and Owner attain age 75, or if later the first Contract Anniversary. Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are not permitted after the date a Contribution is made to the Investment Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the Protection Account Annuity Account Value. The

preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Age 75, may range from 70-95. Transfers to the Protection with Investment Performance Account Investment Options may not exceed $1,500,000. The transfer amount may change within a range of $500,000 to $5,000,000.

21. **Data Pages 8-9 , "Withdrawals":** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from $100 to $1000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.

    The following text will appear for QP Contracts only: [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

22. **Data Page 9, "Contract Termination": The minimum Cash Value amount is** shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from $300 to $1000.

23. **Data Page 9, "Normal Form of Annuity":** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract's maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.***

24. **Data Page 9, "Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)":** The bracketed material reflects AXA Equitable's current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1 to 8%.

25. **Data Page 9, "Conditions for Payment – (Minimum Amount to be Applied to an Annuity)":** The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The $2000 amount may range from $1500 to $7500; the $20 amount may range from $10 to $100.

26. **Data Pages 10 and 12, "Free Withdrawal Amount":** The Free Withdrawal Amount may range from 5% to 30%. The various alternate texts shown in the Data Pages will appear as determined by the Rider(s) issued under the Contract. The 90 day period may range from 45 to 180 days.

27. **Data Page 12, "Annual Administrative Charge":** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed $85 per Contract Year. The minimum Annuity Account Value of $50,000 may range from $25,000 to $100,000.

The following text will appear if the Investment Performance Account Investment Options are elected:
The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis.

[If Protection with Investment Performance Account Investment Options are elected, the following will replace the above sentence.]
[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Protection with Investment Performance Account Investment Options.]

28. **Data Page 12, "Transfer Charges and the Number of Free Transfers":** The number of free transfers [12] is shown (range 4-24). The charge for any transfer in excess of the number of free transfers will not exceed $35.

29. **Data Page 13, "Contract Fee":** Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will range from 1.00% to 2.00%.

    The Contract Fee is determined by the Owner's election of Investment Performance Account Investment Options and Protection with Investment Performance Account Investment Options and will be reflected on the Data Pages. In addition, a Variable Investment Option Facilitation Charge will apply to certain variable investment options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

30. **Data Pages 14-15:** Certain Withdrawal Charge waivers vary by market segment or Rider issuance as described in the variable text which prefaces bracketed items. Accordingly, the number of waivers will vary by Contract based on these criteria.

SOV for Part E of Data Pages

A. The entire block of text pertaining to the GIB Rider will appear when a client is issued the Rider.

1. Data Page 17: References to [95th birthday] and [age 95] may be revised to comply with regulatory changes pertaining to annuity contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80 to 105.

2. Data Page 17: Reference to bracketed [first] Contract Date Anniversary may range from first to fifteenth. Reference to bracketed [four] ranges from 0 to 15. The bracketed sentence on

contribution exclusions will appear when applicable. Currently such amounts are not excluded for purposes of determining the Annual Withdrawal Amount.

3. Data Page 17: Reference to bracketed [in the second Contract Year] may range from "Immediately" to "in the fifteenth Contract Year."

4. Data Page 18: The following sentences and/or sentence fragments will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.

> "An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in your Rider."

5. Data Page 18: In the Automatic Reset of the GIB Rollup Benefit Base provision, [third] Contract Date Anniversary may range from [first] to the [tenth] Contract Date Anniversary and "30 days" may range from 15 to 120 days.

6. Data Page 18: GIB Payment Table - The age breaks may vary plus or minus ten years. Each GIB Payment Factor may vary plus or minus 200 basis points.

7. Data Page 18: The current charge of 0.95% for the Rider will range from 0.50% to 1.40%. The max charge of 1.25% for the Rider will range from 0.80% to 1.70%.

A. The entire block of text pertaining to the "Greater of" GMDB Rider will appear when a client is issued the Rider.

1. Data Pages 19 -21: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.

2 Data Page 19: The bracketed text beginning with [including for any required minimum distribution withdrawal…] will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis because an RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments.

Note: If the above is not included, item "(v)" will be changed to "(iv)".

3. Data Page 20: Automatic Reset of the Rollup Benefit Base - [third] Contract Date Anniversary may range from the [first] to the [tenth] Contract Date Anniversary

4. Data Page 20: The charge of [0.95%] for the Rider will range from 0.50% to 1.25%. The maximum charge of [1.10%] for the Rider will range from 0.65% to 1.40%.

A. The entire block of text pertaining to the "HAV" GMDB Rider will appear when a client is issued the Rider.

1. Data Page 21: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.

2. Data Page 21: The charge of 0.25% for the Rider will range from 0.15% to 1.10%.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability
For Rider Form ICC10GIB2

Above form is for use with Contract Forms ICC10BASE1-A and ICC10BASE2-A, or Contract Forms ICC10BASE1-B and ICC10BASE2-B (depending on jurisdiction).

The following comments describe the nature and scope of the illustrative and variable material for language contained in the rider shown in brackets. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider ICC10GIB2

1. Pages 1,3, 6, 10 and 12: References to [95th birthday] and [age 95] may be revised to comply with regulatory changes pertaining to annuity contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80 to 105.

2. Pages 1 and 2: Reference to bracketed [first] Contract Date Anniversary may range from first to fifteenth.

3. Page 1: The bracketed text beginning with [The terms and conditions of a spouse's right…] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and the IRA markets; however, additional markets may be added in the future. The applicable market segment will be shown in the endorsement.

4. Page 2 and throughout the Rider: "Special [Money Market] Dollar Cost Averaging": Special Dollar Cost Averaging, our general account Special Dollar Cost Averaging option, is available under Series B and L, while Special Money Market Dollar Cost Averaging, our Money Market Dollar Cost Averaging option, is available under Series C and CP.

5. Page 2: The bracketed text beginning with [Additional terms and conditions applicable to your Protection Account Investment Options…] will appear when the Endorsement Applicable to Protection Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.

6. Page 2: The bracketed text beginning with [minus any Contributions or transfers…] will not appear currently because there is no exclusion period for Contributions and transfers. If this exclusion becomes applicable, the reference to [four prior Contract Years] may vary from [prior Contract Year] to [fifteen prior Contract Years].

7. Page 2: The term [fifth] may range from first to fifteenth.

8. Page 3: The bracketed text beginning with [Any credits provided…] pertaining to how Credits are processed, applies only to Series CP.

9. Pages 3-4: Annual Rollup Rate and Deferral Bonus Rollup Rate: The term [annual] may range from [monthly] to [five year]. The bracketed sentences beginning with [Your initial Annual Rollup Rate…] and [While the Deferral Bonus Rollup Rate applies…] will appear when the Annual Rollup Rate and/or the Deferral Bonus Rollup Rate is reset each contract year. The bracketed term [each Contract Date Anniversary] may vary from [each month] to [each fifth Contract Date Anniversary].

10. Pages 4-5, 6 and 9: The following sentences and/or sentence fragments will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.

    Pages 4-5: [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amounts withdrawals from the Protection Account Value]

    Note: If the above is not included, item "(v)" will be changed to "(iv)".

    Page 6: "An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Part III."

    Page 9: [When the lifetime Required Minimum Distribution ("RMD") Rules apply to your Contract, and you elect our Automatic RMD Withdrawal Service, any lifetime RMD payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal.] and

    [Any lifetime RMD amount withdrawal you make under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. However,]

    and [If you do not elect our Automatic RMD Withdrawal Service and].

    Note that if the above bracketed text is removed as not applicable, the next word (if beginning a new sentence) will be capitalized.

11. Pages 5-6: The phrase [in the second Contract Year] may vary from [immediately] to [in the sixteenth Contract Year]. The phrase [made prior to the second Contract year] may vary from "second Contract Year" to "sixteenth Contract Year."

12. Page 6: In the Automatic Reset of the GIB Rollup Benefit Base provision, [third] Contract Date Anniversary may range from [first] to the [tenth] Contract Date Anniversary

13. Pages 6 and 7: In the Automatic Reset of the GIB Rollup Benefit Base provision:

    i. [45 days] may range from 15 to 120 days
    ii. "30 days" may range from 15 to 120 days

Page 6: The text beginning with [Any request to opt out…] currently applies under this product. If we do not require mutual termination of the GIB and the "Greater of" GMDB Riders in the future, this text will not appear.

14. Page 7: GIB Payment Table - The age breaks may vary plus or minus ten years. Each GIB Payment Factor may vary plus or minus 200 basis points.

15. Page 8: In the Withdrawals under Automatic Payment Plans provision, the phrase [not start sooner than five years] after your Contract Date may range from the phrase [start immediately] to [not start sooner than fifteen years].

16. Page 8: We may add or delete frequencies to the currently available payment frequencies [monthly, quarterly, annually].

17. Page 10: The following sentence will appear in NQ Contracts only: [If you are older than the Annuitant named under this Contract, your Maturity Date is the Contract Date Anniversary following your attainment of Age [95].]

18. Page 10: 6% may range from 4% to 8%.

19. Page 10: The current charge of 0.95% for the Rider will range from 0.50% to 1.40%. The max charge of 1.25% for the Rider will range from 0.80% to 1.70%.

20. Page 11: Age 76 will range from 70 to 95.

21. Page 12: The Home Office address and the officer's signatures will be revised upon any change thereto.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability
For forms ICC10SMMDCA2, ICC10SDCA1, ICC10GOA2, ICC10GBENDO2, ICC10TRBNS1, ICC10QP-DB1, ICC10QP-DC1 and ICC10CRT

Above forms are for use with Contract Forms ICC10BASE1-A and ICC10BASE2-A, or Contract Forms ICC10BASE1-B and ICC10BASE2-B (depending on jurisdiction).

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity **(IRAs),** Defined Contribution Qualified Plan **(QP-DC**), Defined Benefit Qualified Plan **(QP-DB)** or as a Non-Qualified annuity **(NQ)**.

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC10SMMDCA2

1. **Page 1:** We transfer amounts allocated to the Money Market DCA program on a monthly basis. We may allow transfer on a monthly, quarterly, semi-annual or annual basis.

2. **Page 1:** The programs may vary in duration. Currently we offer 3, 6 or 12 month Special Money Market DCA periods. We may offer program durations up to 24 months in the future.

3. **Page 1:** Minimum initial amount "$2,000" may range from $500 to $25,000.

4. **Pages 1 and 2:** With respect to the bracketed text "in the first Contract Year", such text will appear in endorsements issued under contracts where the subsequent contributions under the Special Money Market Dollar Cost Averaging Program are limited to the first Contract Year.

5. **Page 1:** Minimum subsequent contribution is "$250" may range from $50 to $2500.

6. **Page 2:** Transfer Rules: The text "or into the Guaranteed Interest Option" will appear in the endorsements when amounts may not be transferred into the Guaranteed Interest Option under the program. When transfers are allowed into the Guaranteed Interest Option, the following text will appear "Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages."

7. **Page 2:** The Company Officer's signatures are bracketed and may change in the future.

Endorsement ICC10SDCA1

8. **Page 1:** We transfer amounts allocated to the Special DCA program on a monthly basis. We may allow transfer on a monthly, quarterly, semi-annual or annual basis.

9. **Page 1:** The programs may vary in duration. Currently we offer 3, 6 or 12 month Special DCA periods. We may offer program durations up to 24 months in the future.

10. **Page 1:** Minimum initial amount "$2,000" may range from $500 to $25,000.

11. **Page 1 :** With respect to the bracketed text "in the first Contract Year", such text will appear in endorsements issued under contracts where the subsequent contributions under the Special Money Market Dollar Cost Averaging Program are limited to the first Contract Year.

12. **Page 1:** Minimum subsequent contribution is "$250" may range from $50 to $2500.

13. **Page 1:** Transfer Rules: The text "or into the Guaranteed Interest Option" will appear in the endorsements when amounts may not be transferred into the Guaranteed Interest Option under the program. When transfers are allowed into the Guaranteed Interest Option, the following alternate text will appear "Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages."

14. **Page 2:** The Company Officer's signatures are bracketed and may change in the future.

<u>Endorsement ICC10GOA2</u>

1. **Page 1:** The following text will appear in the endorsement when the Guaranteed Interest Option is available and has restrictions on it: [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.]

2. **Page 2, "Investment Option Allocation Table":**
    - Reference to "Category 1", "Category 2" and "Category 3" are placeholders for marketing names which may change in the future.
    - The category names "AXA Strategic Allocation, Fixed Income and Equity" for the Investment Options may change based on the Company's asset classification.
    - The allocation percentage limit for the various Investment Options and Categories minimums and maximums may range from 0 to 100%. If zero, then "None" will appear.
    - The Investment Options listed under "Investment Option Maximum Exceptions" are limited to the maximum allocation percentage shown in the table. The maximum allocation percentage may change in the future and may range from 0% - 100%. Investment Options may be added, removed or the name may change.

3. **Page 3, Part III, "Transfers":** "Fixed Income" is bracketed in the endorsement. If another asset class becomes subject to the same allocation limitation it will be referenced in this section of the endorsement.

4. **Page 3:** The Company Officer's signatures are bracketed and may change in the future.

Endorsement ICC10GBENDO2

1. Page 1: Text will vary based on the type of Contract issued. The text for the B, CP and L Share products is shown. The following alternate text applies to the C Share product. In the following text, "four Contract Years" may range from "one Contract Year" to "Fifteen Contract Years."

   [Applicable to C Share Contracts]

   [If you allocate amounts to the Protection with Investment Performance Account Investment Options at issue and you have completed at least [four Contract Years], you may terminate your GIB and GMDB or terminate your GIB and retain your GMDB. If you allocated amounts to your Protection with Investment Performance Account Investment Options after issue, you may not terminate or change Riders until the later of your Contract Date Anniversary following such allocation or [four years] from your Contract Date. The table on page 3 shows the effect of a post-funding termination or change on your Contract.]

2. Page 4: Officer's signatures are bracketed and may change in the future.

Endorsement ICC10TRBNS1

1. **Page 1:** The current Credit rate and applicable amount is shown. We may change the Credit rate and Contribution breakpoints applicable for new issues of the Contract. We may add or delete breakpoints in the future. Such change would contemplate the minimum and maximum values presented herein. Any conditions relating to Credits payment will be reflected in this section.

   Current Credit Rates and Credit Rate Ranges are:

4%	1% - 6%
5%	2% - 8%

   Current Contribution Breakpoints and Contribution Breakpoint Ranges

Less than $350,000	$10,000 - $500,000
$350,000 and greater	$500,000 - $5,000,000

2. **Pages 1 and 2**: Conditions currently applicable are:

   A. recovery of Credits on subsequent Contributions made within three years of commencing annuity payments (the recovery of Credits period may range from three to five years); and
   B. a five year wait period for annuitization (the wait period may range from three to seven years);
   C. recovery of Credits if the Owner dies during the twelve month period following the Company's receipt of a Contribution to which a Credit was applied (the twelve month recovery period may range from six to twelve months). Time periods shown in the Conditions Provision may change on a new business basis only. Any such change will be reflected in the Endorsement.

3. **Pages 2 and 3:** If the Company offers a benefit of a Credit Amount for the first "twelve" month Expected Contribution' the twelve month Contribution period may range from two to twelve month. If this benefit is available and the Expected Contribution amount is indicated in the Data Pages the following text will appear in the Endorsement Applicable to Credits Applied to Annuity Account Value: "If an Expected twelve month Contribution Amount is indicated in the Data Pages, the amount indicated will be used initially to determine your Credit Percentage from the above table. If an additional Contribution received during the First Contract Year brings your First Year Total Contributions to a level that qualifies you for a higher Credit Percentage, the higher Credit Percentage will be applied to all Contributions, and an adjustment for prior Credits will be made on the Transaction Date of such additional Contribution. The amount of such adjustment will be equal to the difference in the Credit Percentages multiplied by the total Contributions to which the lower rate had been applied. This amount will be allocated among the Investment Options in the same proportion as such additional Contributions. On the first Contract Anniversary Date, we will compare your Expected twelve month Contribution Amount indicated in the Data Pages to the actual amount you contributed in the first Contract Year. If the credit percentage applicable to the First Year Total Contributions is less than the credit percentage applied based on the Expected twelve month Contribution Amount indicated in the Data Pages, we will recover an amount equal to the difference in the Credit Percentages multiplied by the total Contributions to which the higher rate had been applied."

4. **Page 3:** The Company Officer's signatures are bracketed and may change in the future.

<u>Endorsement ICC10QP-DB1, ICC10QP-DC1 and ICC10CRT</u>

1. Officer's signatures are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability
For forms ICC10IRA2, ICC10ROTH2 and ICC10NQ2

For use with Contract Forms ICC10BASE1-A and ICC10BASE2-A, or Contract Forms ICC10BASE1-B and ICC10BASE2-B (depending on jurisdiction).

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity **(IRAs)** or as a Non-Qualified annuity **(NQ)**.

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC10IRA2

1. **Pages 1, 2, 4 and 10:** This language will appear if the Contract is trustee or custodial owned.

2. **Page 5:** The sentence "The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider" will appear when an Optional Rider has been elected.

3. **Page 4 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 95.

4. **Page 11:** The Company Officer's signatures are bracketed and may change in the future.

5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.

6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC10ROTH2

1. **Pages 1, 2, 6 and 11:** This language will appear if the Contract is trustee or custodial owned.

2. **Page 7:** The sentence "The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider" will appear when an Optional Rider has been elected.

3. **Page 6 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 95.

4. **Page 12:** The Company Officer's signatures are bracketed and may change in the future.

5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.

6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC10NQ2

1. **Page 4, 5 and 7:** The sentence "The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider, Attachment A, to this Endorsement" will appear when an Optional Rider has been elected.

2. **Page 4:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 90.

3. **Page 7**: The period during which an eligible individual may elect to continue cover under the Beneficiary Continuation Option is nine months. This period may vary in the future on a new business basis, and may range from six to eighteen months.

4. **Page 10:** The Company Officer's signatures are bracketed and may change in the future.

5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.

6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

AXA EQUITABLE LIFE INSURANCE COMPANY
Statement of Variability
For Enrollment Forms and Applications **2010 App 01 RC11**

The following comments describe the nature and scope of the variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

1. The address, web address, telephone numbers, the catalog number, the barcode (which is reflective of the catalog number), and page footers of the form should be considered administrative in nature and are subject to change.

2. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.

3. In Section 1 the available methods of payment may vary by the type of markets offered.

4. In Section 2 the available types of ownership may vary by the type of markets offered.

5. In Section 2 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.

6. In Section 5 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 5.
   - Owner issue ages may range from 20 – 90
   - Age 85 referenced in the GMDB Riders may vary from 70 to 95

7. In Section 6, Special Money Market DCA durations may change or additional periods may be added, such as 18 or 24 months.

8. In Section 6 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. The Categories shown under Protection with Investment Performance Account Investment Options may be revised in the future and accordingly the allocation rules there under may also change. Such changes will be done for purposes of risk mitigation to the Company in connection with the guaranteed benefits we offer. The percentages shown may range from 0 to 100.

9. In Section 6, the Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%.

10. In Section 6, we reserve the right to change the minimum or maximum contribution amounts, which may change due to market conditions.

11. In Section 12 commission options may be added or removed.

AXA EQUITABLE LIFE INSURANCE COMPANY
Statement of Variability
For Enrollment Forms and Applications **2010 App 02 RC11**

The following comments describe the nature and scope of the variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

1. The address, web address, telephone numbers, the catalog number, the barcode (which is reflective of the catalog number), and page footers of the form should be considered administrative in nature and are subject to change.

2. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.

3. In Section 1 the available methods of payment may vary by the type of markets offered.

4. In Section 2 the available types of ownership may vary by the type of markets offered.

5. In Section 2 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.

6. In Section 5 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 5.
   - Owner issue ages may range from 20 – 90
   - Age 85 referenced in the GMDB Riders may vary from 70 to 95

7. In Section 6, Special Money Market DCA durations may change or additional periods may be added, such as 18 or 24 months.

8. In Section 6 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. The Categories shown under Protection with Investment Performance Account Investment Options may be revised in the future and accordingly the allocation rules there under may also change. Such changes will be done for purposes of risk mitigation to the Company in connection with the guaranteed benefits we offer. The percentages shown may range from 0 to 100.

9. In Section 6, the Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%.

10. In Section 6, we reserve the right to change the minimum or maximum contribution amounts, which may change due to market conditions.

11. In Section 12 commission options may be added or removed.

Richard Walsh
Assistant Vice President
Annuity Product Management & Filing

November 8, 2010

Ms. Julie Benafield Bowman
Insurance Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company
NAIC No.: 968-62944
FEIN 13-5570651
See Attached Exhibit I, which lists the forms being filed.

Dear Ms. Bowman:

Filing Overview

We are filing for your approval the enclosed flexible premium combination fixed and variable deferred annuity forms. The new forms (described below) include: a Contract, four sets of Data Pages, four Riders, eleven Endorsements and two Applications.

These new forms will be used with certain previously approved forms to allow us to introduce four different share classes of our "Retirement Cornerstone 11" Product. The four share classes differ by charges, minimum contributions and withdrawal charge schedules as shown in the Data Pages. In order to assist your review, we have highlighted these share class differences in the chart shown in Exhibit 2.

Please note that the forms in this filing are substantially similar to the forms approved by the Department on 08/23/2010 under State Tracking No. 46557 (herein referred to as "previous filing"). For example, new Contract ICC10BASE2-A is identical to the previously approved contract except that it contains a provision to provide for withdrawal charges (Section 8.01). The Riders are also the same as previously approved except they provide for different features for the four share classes. In order to assist your review, we have detailed the differences between these new forms and the previously approved forms in a chart shown in Exhibit 3, attached.

Contract and Data Page Compilation

Upon approval, Contract ICC10BASE2-A will be issued with Data Pages ICC10DPB, ICC10DPL, and ICC10DPCP, which all provide for withdrawal charges. Data Pages ICC10DPC (without withdrawal charges) will be issued with previously approved Contract ICC10BASE1-A. Both contracts will be issued with various riders as elected and endorsements as applicable, described below.

As with our previous filing, under these new forms, a client may elect from two sleeves of Investment Options to fund his/her annuity contract. One sleeve is termed the "Investment Performance Account Investment Options" and the other

is termed the "Protection with Investment Performance Account Investment Options." A client seeking guarantees through the purchase of an optional benefit rider must fund his/her rider by allocating amounts to the Protection with Investment Performance Account Investment Options. Allocation of such amounts may be done by Contributions to or transfers into these Protection with Investment Performance Account Investment Options. A Benefit Base is created by allocating amounts to these Protection with Investment Performance Account Investment Options. It is the Benefit Base described in the various Riders which is the basis for the guarantees under the Contract.

Forms Being Refiled for Name Changes

The following forms being filed herein and described below in this filing letter are the same as previously filed forms approved by the Department on 08/23/2010 under State Tracking No. 46557: ICC10SMMDCA2, ICC10GOA2, ICC10IRA2, ICC10ROTH2 and ICC10NQ2. Such forms have been changed to reflect revised term names as shown in the following table based on a comment that surfaced at the SEC with the filing of the Prospectus for previously approved Contract ICC10BASE1-A, marketed as AXA Equitable's "Retirement Cornerstone 11 - ADV Series." No changes, other than the term names noted below, were made to the noted forms.

Contract Current Name	Contract New Name
Performance Account & Performance Account Value	Investment Performance Account Value
Performance Account Investment Options	Investment Performance Account Investment Options
Protection Account & Protection Account Value	Protection with Investment Performance Account Value
Protection Account Investment Options	Protection with Investment Performance Account Investment Options

How the new Riders Differ from Previously Approved Riders

The new Riders are identical to the Riders in our previous filing, however, they now provide for additional variability based on the different features available under the four different share classes of products. For instance, the way the bonus is credited to the benefit bases of the different riders is detailed in the riders as alternate text which will appear when the riders are issued with the bonus product.

Also, there are two dollar cost averaging programs available. The Special Dollar Cost Averaging Endorsement and the Money Market Dollar Cost Averaging Endorsement are similar. The Money Market Dollar Cost Averaging feature is available under the C and CP Series Products while the Special Dollar Cost Averaging Endorsement (general account version) is available, upon approval, under the B and L Series Products. Variability is provided in the Riders to make this distinction based on the Contract purchased by a client.

Guaranteed Income Benefit Rider

Rider ICC10GIB2 is available at issue only and provides for an optional Guaranteed Income Benefit ("GIB"). The Rider is issued with a Contract unless a client opts out of such Rider on the application. Rider ICC10GIB2 provides a lifetime income and allows for annual withdrawals prior to the commencement of lifetime income payments. To create the GIB Benefit Base which is the funding basis for the Rider's benefits, the owner must make initial or subsequent contributions to the Protection with Investment Performance Account Investment Options or make a transfer from the Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options. Both lifetime income payments and annual withdrawal amounts are derived from the GIB Benefit Base.
`

The GIB Rider provides for a rollup rate which is determined by and periodically adjusted by an index. The minimum annual rollup rate will be equal to the average rate of 10-year Treasury rates during the twenty (20) calendar days ending on the 15th of the month immediately preceding calendar quarter in which the contract anniversary falls, plus 100 basis points, rounded to the nearest 10 basis points. A higher rollup rate may be declared at our discretion. The rollup rate may be changed each Contract Year, subject to a floor and a cap. The rollup rate will be determined and declared quarterly. A Deferral Bonus Rollup Rate will be credited to a client's GIB Benefit Base each Contract Year until a withdrawal is taken. Once a withdrawal is taken, the Deferral Bonus Rollup Rate will not apply in that Contract Year or any subsequent Contract Year. Rider ICC10GIB2 provides an automatic reset of the GIB benefit base every third Contract Year.

Guaranteed Minimum Death Benefit Riders

Riders ICC10GMDBROP2, ICC10GMDBHAV2 and ICC10GMDBGR2 provide for an optional Guaranteed Minimum Death Benefit ("GMDB"). Rider ICC10GMDBGR2 is available at issue only and provides an automatic reset of the Guaranteed Minimum Death Benefit and is available only in combination with Rider ICC10GIB2. If GIB is voluntarily terminated, this rider will be automatically terminated at the same time. Riders ICC10GMDBROP2 and ICC10GMDBHAV2 are available at issue and post-issue and may be elected on a stand-alone basis; Rider ICC10GMDBHAV2 provides an annual reset of the benefit base if the Annuity Account Value is greater than the current GMDB and Rider ICC10GMDBROP2 provides a return of principal. Riders ICC10GMDBROP2 and ICC10GMDBHAV2 may be elected post-issue if a client drops GIB and wishes to change his/her GMDB election as detailed in the *Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).* These riders are funded by allocating amounts to the Protection with Investment Performance Account Investment Options.

The Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)

The above endorsement is identical to previously approved ICC10GBENDO1 (08/23/2010 under State Tracking No. 46557), however it has been expanded to provide variability applicable to the termination differences among the different share class products. The endorsement is available at issue only and describes the interplay between and rules associated with the GIB and GMDB Riders. The effect of terminating a rider is presented in table form to provide the client a more user-friendly format to discern the difference between a pre-funding and post-funding termination of a rider.

Endorsement Applicable to Protection with Investment Performance Account Investment Options

Endorsement ICC10GOA2 is available at issue only and provides the Owner the terms for allocating amounts under their Contract to the available Protection with Investment Performance Account Investment Options. There are different terms and conditions applicable to each category of Investment Option which are detailed in the endorsement. New Endorsement ICC10GOA2 is the same as previously approved Endorsement ICC10GOA1 except that the Investment Options have been renamed as described earlier in this letter.

Market Segment Endorsements

Also enclosed for your approval are the following new market segment endorsements. The market segment endorsements have been drafted in consultation with our tax and insurance counsel.

Endorsement No.	Applicable to Market Segment
ICC10IRA2	Traditional IRA
ICC10ROTH2	Roth IRA
ICC10NQ2	Non-Qualified
ICC10QP-DB1	Qualified Plan – Defined Benefit
ICC10QP-DC1	Qualified Plan – Defined Contribution
ICC10CRT	Charitable Remainder Trust

Also enclosed for your approval is Endorsement ICC10TRBNS1 which is issued under Series CP and describes the terms and conditions applicable to our tiered bonus product.

We are enclosing for your approval two new Applications: 2010 App 01 RC11 and 2010 App 02 RC11 for use with the Retirement Cornerstone 11 4 share class products.

As stated above, we are requesting extension of approval for use with the new forms being filed herein of certain previously approved forms under State Tracking No. 46557, as shown in Exhibit 4, which is also attached.

In addition, we have enclosed the Actuarial Basis Memorandum and Statements of Variability for the applicable enclosed forms.

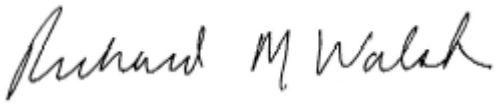
Federal Jurisdiction Exemption from Flesch Score

> This contract is subject to federal jurisdiction and has been filed with the Securities and Exchange Commission. Accordingly, it is exempt from Flesch score requirements.

In order to meet our introduction date for this product, we are seeking an approval date by January 15, 2011.The required filing fee will be sent by express mail or EFT.

Any questions pertaining to the actuarial information in this filing should be referred to Jeffrey Rait at (212) 314-2944. For any other questions or if you need additional information, you may contact me at (212) 314-3408 or Greg Prato at (212) 314-5710.

Sincerely,



Richard Walsh
Assistant Vice President

Exhibit 1
New Forms Being Filed

ICC10BASE2-A	Individual Fixed and Variable Annuity – Contract
ICC10DPB	Individual Fixed and Variable Annuity – Data Pages
ICC10DPL	
ICC10DPCP	
ICC10DPC	
ICC10GIB2	Individual Fixed and Variable Annuity -Rider
ICC10GMDBGR2	
ICC10GMDBHAV2	
ICC10GMDBROP2	
ICC10GBENDO2	Individual Fixed and Variable Annuity - Endorsement
ICC10GOA2	
ICC10SMMDCA2	
ICC10SDCA1	
ICC10IRA2	Individual Fixed and Variable Annuity - Endorsement
ICC10ROTH2	
ICC10NQ2	
ICC10QP-DB1	
ICC10QP-DC1	
ICC10TRBNS1	Individual Fixed and Variable Annuity - Endorsement
ICC10CRT	
2010 App 01 RC11	Individual Fixed and Variable Annuity – Application
2010 App 02 RC11	

Exhibit 2
Share Class Data Page Charge/Contribution Distinctions

The following chart highlights the new AXA Equitable Variable Annuity product-specific charges.

Product → **Contract and Data Pages →**	**B-Share** **ICC10BASE2-A and ICC10DPB**	**Extra Credit** **ICC10BASE2-A and ICC10DPCP**	**L-Share** **ICC10BASE2-A and ICC10DPL**	**C-Share** **ICC10BASE-1A and ICC10DPC**
Daily Separate Account Charges*	1.30	1.55	1.65%	1.70
Minimum Contributions	$5,000	$10,000	$10,000	$25,000
Withdrawal Charge	7-yr (7/7/6/6/5/3/1)	9-yr (8/8/7/6/5/4/3/2/1/0)	4-yr (8/7/6/5)	No Surrender Charge

Exhibit 3
Comparison of new forms to previously approved forms

RC 11 Policy Form Submitted Herein	**Form #**	**Description of Difference from Previously approved forms**
Base Contract for B, L, and CP Series Share Classes	ICC10BASE2-A	This Contract provides for a withdrawal charge schedule (which varies by share class).
B Share Data Pages	ICC10DPB	Issued with Contract ICC10BASE2-A. Similar to previously approved Data Pages, however these forms contain a withdrawal charge.
L Share Data Pages	ICC10DPL	
CP Share Data Pages	ICC10DPCP	
C Share DP's	ICC10DPC	Issued with previously approved Contract ICC10BASE1-A.
GIB Rider	ICC10GIB2	Identical to the previous version of the rider/endorsement form (form number ending in "1"). However the form now provides for additional variability required under 4 different share classes.
GMDB "Greater of"	ICC10GMDBGR2	
GMDB HAV	ICC10GMDBHAV2	
GMDB ROP	ICC10GMDBROP2	
Term/Change Optional Rider Endorsement	ICC10GBENDO2	
Special Money Market DCA Endorsement Investment Options Endorsement Traditional IRA Endorsement Roth IRA Endorsement Non-Qualified Endorsement	ICC10SMMDCA2 ICC10GOA2 ICC10IRA2 ICC10ROTH2 ICC10NQ2	Identical to the previous version of the rider/endorsement form except for the term name changes noted in this letter (prior form number ending in "1").
Special DCA Endorsement	ICC10SDCA1	New form which provides for dollar cost averaging from our general account.
QP-DB Endorsement	ICC10QP-DB1	New tax qualified market segments for the Qualified Plan Defined Benefit and Defined Contribution market place.
QP-DC Endorsement	ICC10QP-DC1	
Tiered Bonus Endorsement	ICC10TRBNS1	New endorsement which provides terms and conditions applicable to our tiered bonus product.
CRT Endorsement (NQ)	ICC10CRT	Endorsement applicable to charitable remainder trust contracts.
ADL App	2010 App 02 RC11	Applications for 4 share class Contracts
Advisors App	2010 App 01 RC11	

Exhibit 4
Forms for extension of approval

Previously Approved RC11 Policy Form The forms listed below were approved on 08/23/2010 under State Tracking No. 46557.	**Form #**
Base Contract to be issued under C Share only (No withdrawal charge)	ICC10BASE1-A
INH IRA Endorsement	ICC10INHIRA1
INH ROTH Endorsement	ICC10INHROTH1
Custodial Endorsement	ICC10CSTDL1

AXA Equitable Life Insurance Company

State of Arkansas

Certificate of Compliance – Bulletin 11-83

RE: ICC10BASE2-A – Individual Fixed and Variable Annuity – Contract
ICC10DPB – Individual Fixed and Variable Annuity – Data Pages
ICC10DPC – Individual Fixed and Variable Annuity – Data Pages
ICC10DPCP – Individual Fixed and Variable Annuity – Data Pages
ICC10DPL – Individual Fixed and Variable Annuity – Data Pages
ICC10GMDBROP2 – Individual Fixed and Variable Annuity – Rider
ICC10GIB2 – Individual Fixed and Variable Annuity – Rider
ICC10GMDBGR2 – Individual Fixed and Variable Annuity – Rider
ICC10GMDBHAV2 – Individual Fixed and Variable Annuity – Rider
ICC10CRT – Individual Fixed and Variable Annuity – Endorsement
ICC10GBENDO2 – Individual Fixed and Variable Annuity – Endorsement
ICC10QP-DB1 – Individual Fixed and Variable Annuity – Endorsement
ICC10QP-DC1 – Individual Fixed and Variable Annuity – Endorsement
ICC10SDCA1 – Individual Fixed and Variable Annuity – Endorsement
ICC10TRBNS1 – Individual Fixed and Variable Annuity – Endorsement
ICC10SMMDCA2 – Individual Fixed and Variable Annuity – Endorsement
ICC10GOA2 – Individual Fixed and Variable Annuity – Endorsement
ICC10IRA2 – Individual Fixed and Variable Annuity – Endorsement
ICC10NQ2 – Individual Fixed and Variable Annuity – Endorsement
ICC10ROTH2 – Individual Fixed and Variable Annuity – Endorsement
2010 App 01 RC11 – Individual Fixed and Variable Annuity – Application
2010 App 02 RC11 – Individual Fixed and Variable Annuity – Application

I, Gregory Prato, Assistant Vice President of AXA Equitable Life Insurance Company, do hereby certify that the guidelines of Arkansas Bulletin 11-83 have been reviewed, and that the above listed form(s) do comply with these guidelines.

BY: Gregory Prato

Signature

Gregory Prato
Name

Assistant Vice President
Title

11/16/2010
Date

AXA Equitable Life Insurance Company
State of Arkansas
Certificate of Compliance – Regulation 19s 10B
Unfair Sex Discrimination in the Sale of Insurance

RE: ICC10BASE2-A – Individual Fixed and Variable Annuity – Contract
ICC10DPB – Individual Fixed and Variable Annuity – Data Pages
ICC10DPC – Individual Fixed and Variable Annuity – Data Pages
ICC10DPCP – Individual Fixed and Variable Annuity – Data Pages
ICC10DPL – Individual Fixed and Variable Annuity – Data Pages
ICC10GMDBROP2 – Individual Fixed and Variable Annuity – Rider
ICC10GIB2 – Individual Fixed and Variable Annuity – Rider
ICC10GMDBGR2 – Individual Fixed and Variable Annuity – Rider
ICC10GMDBHAV2 – Individual Fixed and Variable Annuity – Rider
ICC10CRT – Individual Fixed and Variable Annuity – Endorsement
ICC10GBENDO2 – Individual Fixed and Variable Annuity – Endorsement
ICC10QP-DB1 – Individual Fixed and Variable Annuity – Endorsement
ICC10QP-DC1 – Individual Fixed and Variable Annuity – Endorsement
ICC10SDCA1 – Individual Fixed and Variable Annuity – Endorsement
ICC10TRBNS1 – Individual Fixed and Variable Annuity – Endorsement
ICC10SMMDCA2 – Individual Fixed and Variable Annuity – Endorsement
ICC10GOA2 – Individual Fixed and Variable Annuity – Endorsement
ICC10IRA2 – Individual Fixed and Variable Annuity – Endorsement
ICC10NQ2 – Individual Fixed and Variable Annuity – Endorsement
ICC10ROTH2 – Individual Fixed and Variable Annuity – Endorsement
2010 App 01 RC11 – Individual Fixed and Variable Annuity – Application
2010 App 02 RC11 – Individual Fixed and Variable Annuity – Application

I, Gregory Prato, of AXA Equitable Life Insurance Company, do hereby certify that above listed form(s) meet the requirements of Regulation 19s 10B as well as all applicable requirements of the Arkansas Department of Insurance.

BY: Gregory Prato
Signature

Gregory Prato
Name

Assistant Vice President
Title

11/16/2010
Date

AXA Equitable Life Insurance Company

State of Arkansas

Consent To Submit Rates
And/Or Cost Bases For Approval

RE: ICC10BASE2-A – Individual Fixed and Variable Annuity - Contract

The AXA Equitable Life Insurance Company ("Company") does hereby consent and agree:

A. that all premium rates and/or cost bases, both "maximum" and "current or projected", used in relation to the above listed policy form(s), must be filed with the Insurance Commissioner for the State of Arkansas, ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

B. that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the Company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The Company must also document the method used to calculate its premium and range of rates.

AXA Equitable Life Insurance Company

BY: Gregory Prato

Signature

Gregory Prato

Name

Assistant Vice President

Title

11/16/2010

Date