

SERFF Tracking Number: JACK-126877183 State: Arkansas  
 Filing Company: Jackson National Life Insurance Company State Tracking Number: 47283  
 Company Tracking Number: A720B ET AL  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
 Variable  
 Product Name: Individual Flexible Premium Deferred Fixed Annuity  
 Project Name/Number: Individual Flexible Premium Deferred Fixed Annuity/A720B ET AL

## Filing at a Glance

Company: Jackson National Life Insurance Company

Product Name: Individual Flexible Premium SERFF Tr Num: JACK-126877183 State: Arkansas  
 Deferred Fixed Annuity

TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 47283  
 Variable Closed

Sub-TOI: A02I.002 Flexible Premium Co Tr Num: A720B ET AL State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird

Authors: Julie Hughes, Lynda Disposition Date: 11/16/2010

Neese, Lynne Gerding, Shari  
 McDuffie, Sarah Hernandez, Lisa  
 Holzer

Date Submitted: 11/10/2010 Disposition Status: Approved-  
 Closed

Implementation Date Requested: 12/27/2010

Implementation Date:

State Filing Description:

## General Information

Project Name: Individual Flexible Premium Deferred Fixed Annuity

Project Number: A720B ET AL

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/16/2010

Deemer Date:

Submitted By: Sarah Hernandez

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 11/16/2010

Created By: Lynne Gerding

Corresponding Filing Tracking Number: A720B  
 ET AL

Filing Description:

Submitted for your review and approval are the above-referenced contracts. These contracts are new and will not replace any forms currently in use. We certify that Jackson complies with A.C.A. Statute 23-79-138 and Regulation 49 by providing the required disclosures at time of contract issue.

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The application to be used with these contracts is X5300 11/09, which was approved by your Department on January 5, 2010, or any other appropriately approved application.

These contracts are individual flexible premium deferred fixed annuity contracts. Contract form numbers A720B and A740BP include a bonus interest rate for one year from receipt of a premium. All three of these contract forms will be used to market a variety of products. Based on the product name elected on the application, the contract may include a bonus, contain a different withdrawal charge schedule, a different free withdrawal percentage or annuitization bonus. These variations in the marketed products are also further outlined in the Statement of Actuarial Basis and Statement of Variability provided with the filing.

The contracts have a guaranteed minimum interest rate (GMIR) that may be reset each calendar year on new issues only and is guaranteed for the life of the contract. The GMIR will be never be less than the minimum nonforfeiture rate but may be greater than the minimum nonforfeiture rate. The minimum nonforfeiture rate will be determined based on the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve, averaged over daily values from October of the calendar year prior to issue, rounded to the nearest 1/20th of one percent and reduced by 125 basis points. The minimum nonforfeiture rate may range from a minimum of 1% to a maximum of 3% This interest rate design takes into account current economic conditions, but still allows the contract to meet your state's nonforfeiture requirements.

The contracts may offer an optional Extended Guarantee Period, which, when elected by the applicant on the application, will extend the guarantee period of the interest rate initially credited to a premium. This Extended Guarantee Period will be specified on the Contract Data Page, and will be in effect for the life of the contract. While the Company may offer only 3-year and 5-year guarantee period options initially, more options may be available in the future, as outlined in the Statement of Variability. The Company may, depending on market circumstances, choose not to offer some or all of these Extended Guarantee Period options at certain times. While there is not a direct charge for this option, the interest rate credited to the premium will differ from the interest rate that would have been credited had this option not been elected. Generally, the longer the Extended Guarantee Period, the lower the initial interest rate credited while the premium is in the Extended Guarantee Period, but will never be less than the GMIR.

The contracts are intended for retirement savings or other long-term tax-deferred accumulation of assets, and each contract provides a death benefit and guaranteed income options. The contracts will be distributed by licensed/appointed producers, registered representatives through broker/dealers and financial institutions. Issue ages for the contracts are 0-90.

The forms were filed with Michigan, our State of domicile, on November 8, 2010. To the best of our knowledge and belief the provisions comply with applicable laws and regulations of your jurisdiction. With regard to Regulation 19,

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Jackson National Life hereby certifies that we do NOT discriminate based on sex in the sale of insurance.

Variables within the forms have been bracketed and generally consist of names, dates and numbers. The forms, when issued, may vary in line breaks due to the removal of brackets, as well as format, paper size, border and Company logo. We will correct any minor typographical error that may be identified after filing. Additionally, a small square bar code may be placed in the far bottom left-hand corner.

The forms may vary somewhat in format, such as the two-sided pages versus one-sided pages. The content of each form will remain exactly as submitted.

I look forward to your favorable review. If I can be of any assistance to you, or if additional information is required, please contact me by telephone at 800/317-7989, by facsimile at 517/706-5522, or by email at pd&sf@jackson.com.

## Company and Contact

### Filing Contact Information

Sarah Hernandez, Analyst pd&sf@jackson.com  
 1 Corporate Way 800-317-7989 [Phone]  
 Lansing, MI 48951 517-706-5522 [FAX]

### Filing Company Information

Jackson National Life Insurance Company CoCode: 65056 State of Domicile: Michigan  
 1 Corporate Way Group Code: 918 Company Type:  
 Lansing, MI 48915 Group Name: State ID Number:  
 (800) 317-7989 ext. [Phone] FEIN Number: 38-1659835

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$150.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 per form - 3 forms  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Jackson National Life Insurance Company	\$150.00	11/10/2010	41728284

SERFF Tracking Number: JACK-126877183 State: Arkansas  
Filing Company: Jackson National Life Insurance Company State Tracking Number: 47283  
Company Tracking Number: A720B ET AL  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: Individual Flexible Premium Deferred Fixed Annuity  
Project Name/Number: Individual Flexible Premium Deferred Fixed Annuity/A720B ET AL

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	11/16/2010	11/16/2010

*SERFF Tracking Number:* JACK-126877183      *State:* Arkansas  
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Variable  
*Product Name:* Individual Flexible Premium Deferred Fixed Annuity  
*Project Name/Number:* Individual Flexible Premium Deferred Fixed Annuity/A720B ET AL

## **Disposition**

Disposition Date: 11/16/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: JACK-126877183 State: Arkansas  
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 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
 Variable  
 Product Name: Individual Flexible Premium Deferred Fixed Annuity  
 Project Name/Number: Individual Flexible Premium Deferred Fixed Annuity/A720B ET AL

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	AR - Certification Notice	Yes	Yes
Supporting Document	Statement of Variability	Yes	Yes
Form	Individual Flexible Premium Deferred Fixed Annuity	Yes	Yes
Form	Unisex Contract Insert Pages	Yes	Yes
Form	9-Year 3b Alternate Contract Data Page	Yes	Yes
Form	Individual Flexible Premium Deferred Fixed Annuity	Yes	Yes
Form	Unisex Contract Insert Pages	Yes	Yes
Form	Individual Flexible Premium Deferred Fixed Annuity	Yes	Yes
Form	Unisex Contract Insert Pages	Yes	Yes
Form	6-Year 3b Alternate Contract Data Page	Yes	Yes

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## Form Schedule

### Lead Form Number: A720B

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	A720B	Policy/Contract/Fratern Certificate Individual Flexible Premium Deferred Fixed Annuity	Initial		50.100	A720B Contract (A Cover) 10-27-10.pdf
	A720BU	Policy/Contract/Fratern Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	A720BU Unisex Insert Pages 10-27-10.pdf
	A720B	Policy/Contract/Fratern Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	A720B 9-Year 3b Insert Page 10-27-10.pdf
	A740	Policy/Contract/Fratern Certificate Individual Flexible Premium Deferred Fixed Annuity	Initial		50.100	A740 Contract (A Cover) 10-27-10.pdf
	A740U	Policy/Contract/Fratern Certificate:	Initial		0.000	A740U Unisex Insert Pages 10-27-10.pdf

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 Project Name/Number: Individual Flexible Premium Deferred Fixed Annuity/A720B ET AL

Policy/Contract	Description	Initial	Value	Document
A740BP	Policy/Contract/Fratern Certificate Individual Flexible Premium Deferred Fixed Annuity Amendment, Insert Page, Endorsement or Rider	Initial	50.100	A740BP Contract (A Cover) 10-27-10.pdf
A740BPU	Policy/Contract/Fratern Certificate: Unisex Contract Insert Pages Amendment, Insert Page, Endorsement or Rider	Initial	0.000	A740BPU Unisex Insert Pages 10-27-10.pdf
A740BP	Policy/Contract/Fratern Certificate: 6-Year 3b Alternate Contract Data Page Amendment, Insert Page, Endorsement or Rider	Initial	0.000	A740BP 6-Year 3b Insert Page 10-27-10.pdf

Thank you for choosing Jackson National Life Insurance Company, hereinafter also referred to as "the Company" or "Jackson". If you have any questions, please contact the Company at the Service Center address and telephone number shown on the Contract Data Page.

**THIS ANNUITY CONTRACT IS ISSUED BY THE COMPANY AND IS A LEGAL AGREEMENT BETWEEN THE OWNER ("YOU") AND JACKSON NATIONAL LIFE INSURANCE COMPANY.**

**READ YOUR CONTRACT CAREFULLY.**

**BENEFITS AVAILABLE UNDER THE CONTRACT ARE NOT LESS THAN THE MINIMUM BENEFITS REQUIRED BY STATUTE OF THE STATE IN WHICH THE CONTRACT IS ISSUED.**

**NOTICE OF RIGHT TO EXAMINE CONTRACT**

YOU MAY RETURN THIS CONTRACT TO THE SELLING PRODUCER OR THE COMPANY WITHIN [20] DAYS ([30] DAYS IF IT WAS PURCHASED AS A REPLACEMENT CONTRACT) AFTER YOU RECEIVE IT. THE COMPANY WILL REFUND THE PREMIUM PAID TO THE COMPANY, PLUS ANY FEE OR CHARGES DEDUCTED FROM THE PREMIUM LESS ANY LOANS AND/OR WITHDRAWALS. UPON SUCH REFUND, THE CONTRACT SHALL BE VOID.

**THIS CONTRACT HAS A BONUS INTEREST RATE. ALL PREMIUM PAID INTO THE CONTRACT WILL RECEIVE AN INTEREST RATE BONUS FOR ONE YEAR FROM THE DATE IT WAS RECEIVED. AFTER THE BONUS YEAR, INTEREST WILL BE CREDITED AT THE CURRENT RATE DECLARED BY THE COMPANY'S BOARD OF DIRECTORS. AS A RESULT OF THE BONUS INTEREST RATE CREDITED, RATES CREDITING ON THIS CONTRACT IN SUBSEQUENT YEARS WILL BE LOWER THAN INTEREST RATES CREDITED ON NON-BONUS CONTRACTS.**

INDIVIDUAL FLEXIBLE PREMIUM  
DEFERRED FIXED ANNUITY WITH  
DEATH BENEFIT. INCOME OPTIONS  
AVAILABLE. NONPARTICIPATING.

**This Contract is signed by the Company**



**President and Chief Executive Officer**



**Secretary**

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## CONTRACT DATA PAGE

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Contract Number:	[1234567890]
Owner:	[John Doe]
Owner Issue Age:	[45]
Joint Owner:	[Jane Doe]
Joint Owner Issue Age:	[35]
Annuitant:	[John Doe]
Annuitant Issue Age:	[45]
Joint Annuitant:	[Jane Doe]
Joint Annuitant Issue Age:	[35]
Issue Date:	[January 1, 2011]
Issue State:	[MI]
Initial Premium Amount:	[\$10,000]
Guaranteed Minimum Interest Rate:	[1.00%]
Income Date:	[January 1, 2061]
Beneficiary(ies):	[Brian Doe]

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**CONTRACT DATA PAGE (CONT'D)**

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Initial Declared Interest Rate\*: [3.55%] for one year or the Extended Guarantee Period, if elected.

Initial Premium Bonus Interest Rate: [2.00%]

Extended Guarantee Period: [None]

\* The Initial Declared Interest Rate is the interest rate the Company will credit to the Contract for the first year or the Extended Guarantee Period, if applicable, and does not include the Initial Premium Bonus Interest Rate. The Initial Premium Bonus Interest Rate is added to the Initial Declared Interest Rate for the first year only.

If the Premium was the result of a transfer/exchange, the Initial Declared Interest Rate shown may reflect a crediting rate different from the then-current declared rate. The renewal rate will be based on the declared rate in effect as of the premium payment effective date.

**Withdrawal Charge.** The Company may assess a Withdrawal Charge against certain amounts withdrawn, according to the following schedule:

Completed Years Since Receipt of Premium	Withdrawal Charge Percentage
[0	6.00%
1	5.00%
2	4.00%
3	3.00%
4	2.00%
5	1.00%
6+	0.00%]

For Owner's age [88] or older, upon a partial or full withdrawal, the Withdrawal Charge Percentage applied will be the lesser of the Withdrawal Charge Percentage indicated above or the Maximum Withdrawal Charge Percentage listed below. In either case, the Withdrawal Charge Percentage will decrease with each year until no longer applicable.

Contract Year following the Contract Anniversary on or after Owner Attains the Age of:	Maximum Withdrawal Charge Percentage
[88	5.50%
89	4.50%
90	3.75%
91	2.75%
92	1.75%
93	0.75%
94+	0.00%]

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## CONTRACT DATA PAGE (CONT'D)

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The Company may offer a discount or reduce or eliminate the amount of the Withdrawal Charge when the Contract is sold to certain individuals or groups of individuals under circumstances that reduce our sales expense.

Premium, including interest credited on that Premium, which is no longer subject to Withdrawal Charges (and not previously withdrawn) may be withdrawn free of Withdrawal Charges at any time.

Please see the Withdrawal Charge provisions for a complete explanation of charges.

**Premium(s).** Premiums are flexible. This means that the Owner may change the amounts, frequency or timing of Premiums. The initial Premium must be at least [\$5,000] for Non-Qualified Plan Contracts and [\$2,000] for Qualified Plan Contracts. Subsequent Premiums must be at least [\$1,000] ([\$80 per month] if made in connection with an automatic payment plan). Total Premiums under a Contract may not exceed [\$1,000,000]. However, the Company may waive the minimums or maximums at any time. The Company reserves the right to refuse any Premium payment.

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If You have questions about this Contract including requests for information about coverage or complaint resolutions, You may contact our Service Center at the following address or telephone number.

Jackson Service Center  
[P.O. Box 24068  
Lansing, MI 48909-4068  
800/644-4565]

Express Mail:  
Jackson Service Center  
[1 Corporate Way  
Lansing, MI 48951]

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## DEFINITIONS

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**ACCUMULATED VALUE.** An amount equal to the Premium(s) and any subsequent amounts credited to the Contract, including interest credited, less any amounts withdrawn, less any taxes and Withdrawal Charges previously assessed.

**ANNUITANT.** The natural person on whose life the income benefit for this Contract is based. The Owner may change the Annuitant at any time prior to the Income Date, unless the Owner is not a natural person. Any reference to the Annuitant includes any Joint Annuitant.

**BENEFICIARY(IES).** The natural person(s) or entity(ies) designated to receive any Contract benefits upon the death of the Owner or Annuitant as applicable in the circumstances.

**CONTRACT.** The individual flexible premium deferred fixed annuity described herein.

**CONTRACT ANNIVERSARY.** Each one-year anniversary of the Issue Date.

**CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary.

**EXTENDED GUARANTEE PERIOD.** The period for which each Premium earns the declared rate of interest, if selected.

**GOOD ORDER.** The receipt by the Company of any and all information, documentation, instructions and/or Premium deemed necessary by the Company, in its sole discretion, to issue the Contract or execute any transaction pursuant to the terms of the Contract.

**INCOME DATE.** The date on which annuity payments are scheduled to begin under an income option.

**ISSUE DATE.** The date the Contract was issued by the Company, as shown on the Contract Data Page.

**JOINT OWNER.** If there is more than one Owner, each Owner shall be a Joint Owner of the Contract. Joint Owners have equal ownership rights and must each authorize any exercising of those ownership rights under this Contract.

**LATEST INCOME DATE.** The Contract Anniversary on or next following the Owner's 95th birthday under a Non-Qualified Plan Contract, or such earlier date required by the applicable qualified plan, law or regulation.

**NON-QUALIFIED PLAN.** A retirement plan which does not receive favorable tax treatment under Sections [401, 403, 408, 408A or 457] of the Internal Revenue Code, as amended.

**OWNER ("YOU," "YOUR").** The natural person(s) or entity(ies) so designated on the Contract Data Page, or by subsequent designation. Usually, but not always, the Owner is also the Annuitant. If Joint Owners are designated, all references to Owner shall mean Joint Owners.

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## DEFINITIONS (CONT'D)

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**PREMIUM(S).** Considerations paid into this Contract by or on behalf of the Owner.

**QUALIFIED PLAN.** A retirement plan that qualifies for favorable tax treatment under Sections [401, 403, 408, 408A or 457] of the Internal Revenue Code, as amended.

**SERVICE CENTER.** The Company's address and telephone number as specified on the Contract Data Page or as may be designated by the Company from time to time.

**WITHDRAWAL CHARGE.** The charge assessed against certain withdrawals from the Accumulated Value.

**WITHDRAWAL VALUE.** The Accumulated Value, less any tax payable, minus any applicable Withdrawal Charges and charges due under any optional endorsement to the Contract.

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## GENERAL PROVISIONS

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**ANNUITANT.** The Owner may change the Annuitant at any time prior to the Income Date, unless the Owner is not a natural person. If the Owner is not a natural person, the age of the Annuitant will be used in lieu of the Owner's age for all purposes under this Contract, unless otherwise specified in the Contract. Also, if the Owner is not a natural person the Waiver of Withdrawal Charge due to Terminal Illness will apply to the Annuitant.

**ASSIGNMENT.** The Owner may assign this Contract before the Income Date, but the Company will not be bound by an assignment unless it is in writing and has been accepted and recorded at the Company's Service Center. The Company reserves the right to refuse assignments or transfers at any time on a nondiscriminatory basis. An assignment will take effect when recorded by the Company. The Company is not responsible for any payment made before an assignment is recorded. The Owner may exercise these rights subject to the interest of any assignee or irrevocable Beneficiary. **THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE VALIDITY OR TAX CONSEQUENCES OF ANY ASSIGNMENT. IF YOU MAKE AN ASSIGNMENT, YOU MAY HAVE TO PAY INCOME TAX. YOU ARE ENCOURAGED TO SEEK COMPETENT LEGAL AND/OR TAX ADVICE.**

**BENEFICIARY.** The individual(s) or entity(ies) designated by the Owner to receive any amount payable under this Contract on the Owner's death or upon the death of the Annuitant on or after the Income Date pursuant to the terms of this Contract. (See Income Provision section for details.) The original Beneficiary(ies) will be shown on the Contract Data Page. If two or more Beneficiaries are named, those Beneficiaries surviving the applicable death shall share any benefit that would have been due to a Beneficiary that predeceased the applicable death in proportion equal to the proportion identified in the Beneficiary designation unless otherwise stated on the Beneficiary designation. If no Beneficiaries survive the applicable death, the death benefit shall be paid to the Owner's estate if the Owner is a natural person, otherwise to the Owner.

Upon the death of a Joint Owner, the surviving Joint Owner shall be treated as the primary Beneficiary and all other Beneficiaries shall become contingent Beneficiaries.

The Owner may request a change of a Beneficiary designation by submitting a written request to the Company's Service Center. No Beneficiary change will take effect unless received by the Company before the applicable death and unless and until recorded by the Company.

**CONFORMITY WITH LAWS.** This Contract will be interpreted under the laws of the state in which it is issued and any applicable federal laws. Any provision that is in conflict with the laws of such state or any federal law is amended to conform to the minimum requirements of such law.

**CONTESTABILITY.** The Company will not contest this Contract from its Issue Date, as shown on the Contract Data Page.

**DEFERMENT OF PAYMENTS.** The Company may defer payment of any withdrawal amount for a period not exceeding six (6) months. Deferral for the six (6) month period will be made only if the Company makes a written request and receives written approval from the regulatory official of the Issue State. Subject to state requirements, interest will be credited during such deferred period.

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## GENERAL PROVISIONS (CONT'D)

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**ENTIRE CONTRACT.** The Contract, and any attached Company forms, endorsements and amendments together make up the entire Contract.

**INCORRECT AGE OR SEX.** If the age or sex of the Owner or Annuitant is incorrect, the payments will be those that the Premiums paid would have purchased at the correct age and sex. Any underpayments will be adjusted immediately by the Company. Overpayments will be deducted from future payments.

**INTEREST OF OWNER.** The Owner's interest in the Contract before the Income Date will be nonforfeitable.

**MODIFICATION OF CONTRACT.** Any change or waiver of the provisions of this Contract must be in writing and signed by the President, a Vice President, the Secretary or Assistant Secretary of the Company. No financial representative or producer has authority to change or waive any provision of this Contract. The Company may amend or waive any portion of this Contract without notice or consent if state or federal law permits or so requires.

**NONPARTICIPATING.** This Contract does not share in the Company's surplus or earnings.

**NOTICE.** Information or instructions given to the Company by You must be in a form satisfactory to the Company, referred to as Good Order. Such notice takes effect when the Company accepts it and it is recorded at the Service Center.

Any notice the Company sends to the Owner will be sent to the Owner's last known address unless the Owner requests otherwise in writing. Any request or notice must be sent to the Service Center, unless the Company advises You otherwise. You are responsible for promptly notifying the Company of any address change.

**PROOF OF AGE, SEX OR SURVIVAL.** The Company may require satisfactory proof of correct age or sex at any time. If any payment under this Contract is contingent on the Annuitant, Owner, or Beneficiary being alive, the Company may require satisfactory proof of survival.

**PROTECTION OF PROCEEDS.** Proceeds under this Contract are not assignable by any Beneficiary prior to the time such proceeds become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

**REPORTS.** The Company will send You a report at least once a year. The Company will also send You reports as required by law. They shall be addressed to the last address of the Owner known to the Company.

**TAXES.** The Company may deduct from the Accumulated Value any premium tax or other tax payable to the state or other government entity because of this Contract. Should the Company advance any amount so due, the Company is not waiving any right to collect such amounts at a later date. The Company will deduct any withholding taxes required by applicable law as a result of any withdrawals or amounts payable from this Contract.

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## ACCUMULATED VALUE PROVISIONS

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The Accumulated Value is equal to Premium(s) and any subsequent amounts credited to the Contract, including interest credited, less any amounts withdrawn, and less any taxes and Withdrawal Charges previously assessed.

**INTEREST TO BE CREDITED.** The Company will credit interest to this Contract. Such interest will be credited at such rate or rates as the Company prospectively declares from time to time, at the sole discretion of the Company. This discretion includes the right to declare higher interest rates on certain Premium payments. The rate initially declared for each Premium, excluding any bonus interest rate, will remain in effect for a period not less than one year or the Extended Guarantee Period, if elected, so long as such deposited amount remains in the Contract. The rate credited on Premium for the first year of an Extended Guarantee Period will be lower than that credited on Premium applied at the same time to Contracts without the Extended Guarantee Period. After the expiration of the initial period, any rate or rates subsequently declared by the Company will remain in effect for a period of not less than 12 months, so long as such deposited amount remains in the Contract, and will continue at such rate unless changed by the Company. The Company guarantees that it will credit interest at not less than the Guaranteed Minimum Interest Rate as shown on the Contract Data Page.

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## WITHDRAWAL PROVISIONS

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At or before the Income Date, the Owner may withdraw all or part of the amounts under this Contract by informing the Company at the Service Center. For full withdrawal, this Contract, or a completed Lost Contract Affidavit, must be returned to the Service Center.

**TOTAL WITHDRAWAL.** The Company will pay the Owner the Withdrawal Value provided:

1. the Owner submits a written request for full Withdrawal to our Service Center; and
2. the Contract or a Lost Contract Affidavit completed by the Owner is submitted to our Service Center.

**PARTIAL WITHDRAWAL.** The Owner may make a partial withdrawal at any time provided:

1. the Owner submits a written request to our Service Center;
2. the withdrawal is at least [\$50]; and
3. the withdrawal does not reduce the remaining Accumulated Value to less than [\$1,000].

A partial withdrawal request that would reduce the Accumulated Value below [\$1,000] will be treated by the Company as a total withdrawal.

**WITHDRAWAL CHARGE.** Withdrawal Charges may be imposed upon certain withdrawals. Each Premium payment, including interest credited on that Premium, will be subject to Withdrawal Charges and will be calculated in accordance with the Withdrawal Charge schedule on the Contract Data Page. Any request for a partial withdrawal will be processed and calculated in the same manner as a total withdrawal.

For the purposes of determining a Withdrawal Charge, the amount of the withdrawal is taken from the Accumulated Value on a first-in, first-out basis so that all withdrawals are allocated to the Premium, including interest credited on that Premium, in which the lowest (if any), Withdrawal Charge percentage applies. The Withdrawal Charge is then deducted from the corresponding Premium, including interest credited on that Premium, so that the actual reduction in Accumulated Value as a result of the withdrawal will be greater than the amount paid.

The Company will waive the Withdrawal Charge on any withdrawal necessary to satisfy the required minimum distribution of the Internal Revenue Code.

**FREE WITHDRAWALS.** Every Contract Year, You may withdraw up to a total of [15%] of the Accumulated Value as determined at the date of each request, free of Withdrawal Charges. If the sum of withdrawals in a given Contract Year exceed [15%] of the Accumulated Value, the total amount withdrawn that Contract Year will be subject to Withdrawal Charges.

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## DEATH BENEFIT PROVISIONS

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**DEATH OF OWNER BEFORE THE INCOME DATE.** Upon the Owner's death, or the death of any Joint Owner, before the Income Date, the death benefit will be paid to the Beneficiary(ies) designated by the Owner. Upon the death of a Joint Owner, the surviving Joint Owner, if any, will be the primary Beneficiary. Any other Beneficiary designation on record at the Service Center at the time of death will be treated as a contingent Beneficiary.

**DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE.** The death benefit amount before the Income Date shall be the Accumulated Value on the date when due proof of the Owner's death, satisfactory to the Company, and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

**DEATH BENEFIT OPTIONS BEFORE INCOME DATE.** In the event of the Owner's death, or the death of a Joint Owner, before the Income Date, a Beneficiary must request that the death benefit be paid under one of the death benefit options below, or other option(s) if any then available, unless the Owner did so previously. The following are the available death benefit options:

1. Option 1 - single lump-sum payment of the death benefit; or
2. Option 2 - payment of the entire death benefit within five years of the date of the death of the Owner or any Joint Owner; or
3. Option 3 - payment of the death benefit under an income option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary, with distribution beginning within one year of the date of the death of the Owner or any Joint Owner.

Any portion of the death benefit not applied under Option 3 within one year of the date of an Owner's death must be distributed within five years of the date of the Owner's death.

Payment to the Beneficiary, other than in a single lump-sum, may only be elected during the 60-day period beginning with the date of receipt of proof of death in Good Order by the Service Center.

**Spousal Continuation Option.** If the Joint Owner, if any, or the Beneficiary is the spouse of the Owner, he or she may elect to continue the Contract in his or her own name, at the then Accumulated Value, and exercise all of the Owner's rights under the Contract in lieu of taking one of the death benefit options available before the Income Date.

**Pre-selected Death Benefit Option Election.** Prior to the Income Date, the Owner may designate the death benefit option under which the death benefit will be paid. This designation of the death benefit option must be given in a form acceptable to the Company, and will take effect only after being recorded by the Company.

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## DEATH BENEFIT PROVISIONS (CONT'D)

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The Owner may elect any death benefit option described in this Contract, or other death benefit option, as agreed upon by the Company at the time of election. Once elected, the designation can only be revoked or changed by the Owner in a form acceptable to the Company. Upon the death of the Owner, the Beneficiary may not revoke or modify the death benefit option elected, subject to the requirements of the Internal Revenue Code. However, at the time of the Owner's death, the Company reserves the right to change or modify the death benefit option if the death benefit option previously elected exceeds the life expectancy of the Beneficiary. If a Pre-selected Death Benefit Option Election is not made by the Owner prior to the Owner's death, the Beneficiary may request that the death benefit be paid under any of the death benefit options described in this Contract, or other death benefit option, as agreed upon by the Company at the time of request.

If this Pre-selected Death Benefit Option Election is in force at the time of the Owner's death, the payment of the death benefit may not be postponed, nor can the Contract be continued under any provisions of this Contract. These restrictions apply even if the Beneficiary is the spouse of the Owner, unless such restriction is prohibited by law.

**DEATH OF OWNER AFTER THE INCOME DATE.** If the Owner or any Joint Owner, who is not an Annuitant, dies after the Income Date, any remaining payments under the income option elected will continue at least as rapidly as under the method of distribution in effect at the Owner's death. Upon the Owner's death after the Income Date, the Beneficiary becomes the Owner.

**DEATH OF ANNUITANT BEFORE INCOME DATE.** Upon the death of an Annuitant, who is not an Owner, before the Income Date, the Contract remains in force and the Owner will become the Annuitant. The Owner may designate a new Annuitant, subject to the Company's administrative rules then in effect. However, if the Owner is not a natural person, the death of the primary Annuitant will be treated as the death of the Owner and a new Annuitant may not be designated.

**DEATH OF ANNUITANT AFTER INCOME DATE.** Upon the death of the Annuitant after the Income Date, the death benefit, if any, will be as specified in the income option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

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## ADDITIONAL BENEFIT PROVISIONS

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**WAIVER OF THE WITHDRAWAL CHARGE DUE TO TERMINAL ILLNESS.** If the Owner incurs a Terminal Illness while the Contract's Withdrawal Charge would normally apply, the Company will waive the Withdrawal Charge on the amount the Owner requests withdrawn from the Contract under this provision.

You can withdraw an amount without a Withdrawal Charge pursuant to this benefit only once, regardless of the subsequent occurrence of the same condition or the occurrence of a different condition. You are not eligible for this waiver if You have a Terminal Illness on the Issue Date of the Contract.

The amount withdrawn pursuant to this provision shall be as requested by the Owner up to 100% of the Contract's Accumulated Value. The amount withdrawn is subject to an aggregate amount on all contracts with the Company of [\$250,000], and will be taken from the Accumulated Value as stated in the Withdrawal Provisions of this Contract.

**For the purpose of this Terminal Illness benefit, the following definitions apply:**

- **Physician** - means an individual who is licensed to practice medicine and treat illness or injury in the state where treatment is received and who is acting within the scope of his or her license. The term Physician only refers to a Physician licensed and currently practicing in the United States of America. Physician does not include:
  - a) an Annuitant or Joint Annuitant;
  - b) an Owner or Joint Owner;
  - c) Beneficiary(ies); or
  - d) a person who is part of the Beneficiary's, Annuitant's or Joint Annuitant's, Owner's or Joint Owner's Immediate Family.
- **Immediate Family** - means the individual's spouse, child, brother, sister, parent or grandparent.
- **Physician's Statement** - means a written statement, acceptable to the Company, signed by a Physician which:
  - a) gives the Physician's diagnosis of the Owner's noncorrectable medical condition; and
  - b) states with reasonable medical certainty, that the noncorrectable medical condition will result in the death of the Owner within twelve (12) months or less from the date of the Physician's statement.

This statement will take into consideration the ordinary and reasonable medical care, advice and treatment available in the same or similar communities.

- **Terminal Illness** - is a noncorrectable medical condition, which will result in the death of the Owner within (12) twelve months or less from the date of the Physician's statement.

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## **ADDITIONAL BENEFIT PROVISIONS (CONT'D)**

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**CLAIM REQUIREMENTS.** Written proof of the Owner's Terminal Illness must be received in Good Order at the Service Center before a Terminal Illness benefit payment will be considered. Written proof includes a properly completed Company claim form, Your signed medical records release, and a Physician's statement of condition satisfactory to the Company. The Company reserves the right to request additional medical information from any Physician or institution which may have provided treatment for the Terminal Illness. The Company may require, at its expense, an additional examination by a Physician of its choice. If there is a discrepancy between medical opinions, the opinion of the Company's Physician will govern, unless state law requires otherwise.

Written notice and proof of claim must be submitted to the Service Center any time after the date the Owner develops a Terminal Illness. Contact the Service Center for details on how to apply for benefits under this Provision.

**A PAYMENT UNDER THIS PROVISION MAY BE TAXABLE. AS WITH ALL TAX MATTERS, YOU ARE ENCOURAGED TO SEEK LEGAL AND/OR TAX ADVICE.**

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## INCOME PROVISIONS

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**INCOME DATE.** If no Income Date is selected, the Income Date will be the Latest Income Date. At any time at least seven days prior to the Income Date then indicated on the Company's records, the Owner may change the Income Date to any date later than the Income Date currently on record by written notice to the Service Center, subject to the Latest Income Date.

**INCOME OPTIONS.** The Owner, or any Beneficiary who is so entitled, may elect to receive a single lump-sum. However, a single lump-sum distribution may be deemed to be a withdrawal. Alternatively, an income option may be elected. The Owner may, upon prior written notice to the Company at its Service Center, elect an income option at any time prior to the Income Date or change an income option up to seven days before the Income Date. Unless otherwise designated, the Owner will be the payee.

If no other income option is elected, monthly annuity payments will be made in accordance with Option 3 below, a life annuity with [120]-month period certain. Payments will be made in monthly, quarterly, semi-annual or annual installments as selected by the Owner. However, if the amount available to apply under an income option is less than [\$5,000], and state law permits, the Company has the right to make payments in one single lump-sum. In addition, if the first payment provided would be less than [\$50], and state law permits, the Company may require the frequency of payments be at quarterly, semi-annual or annual intervals so as to result in an initial payment of at least [\$50].

**NO WITHDRAWALS OF THE ACCUMULATED VALUE ARE PERMITTED DURING THE ANNUITY PERIOD FOR ANY INCOME OPTION UNDER WHICH PAYMENTS ARE BEING MADE PURSUANT TO LIFE CONTINGENCIES.**

Upon written election filed with the Company at its Service Center, the Accumulated Value will be applied to provide one of the following income options. Withdrawal Charges will apply if the annuity payments begin within [one year] of the Issue Date, regardless of the Income Option elected. After the [first] Contract Year, no Withdrawal Charge will apply, provided the income option elected is a life contingent option or results in payments spread over at least ten years. [Also, if payment under an income option begins at least four years from the Issue Date, and provided the income option elected is a life contingent option or results in payments spread over at least ten years, the amount of your Accumulated Value applied to the income option will be increased by [1%.]

**OPTION 1 - LIFE INCOME.** An annuity payable monthly during the lifetime of the Annuitant. Under this income option, no further annuity payments are payable after the death of the Annuitant, and there is no provision for a death benefit payable to the Owner. Therefore, it is possible under Option 1 for an Owner to receive only one monthly annuity payment under this income option if the Annuitant has an early death.

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## INCOME PROVISIONS (CONT'D)

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**OPTION 2 - JOINT AND SURVIVOR.** An annuity payable monthly while both the Annuitant and a designated second person are living. Upon the death of either person, the monthly annuity payments will continue during the lifetime of the survivor at either the full amount previously payable, or as a percentage (either one-half or two-thirds) of the full amount, as chosen at the time of election of the income option. Annuity payments terminate automatically and immediately upon the death of the surviving person without regard to the number or total amount of payments received. There is no minimum number of guaranteed payments, and it is possible to have only one monthly annuity payment if both the Annuitant and the designated second person die before the due date of the second payment.

**OPTION 3 - LIFE ANNUITY WITH [120] OR [240] MONTHLY PERIODS GUARANTEED.** An annuity payable monthly during the lifetime of the Annuitant with the guarantee that if, at the death of the Annuitant, payments have been made for fewer than the guaranteed [120] or [240] monthly periods, as elected, the balance of the guaranteed number of payments will continue to be made to the Owner as scheduled. In the event the Owner dies before the specified number of guaranteed payments has been made, the Beneficiary(ies) may elect to continue receiving scheduled payments according to the terms of this Contract or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation.

**OPTION 4 - INCOME FOR A SPECIFIED PERIOD.** Under this income option, the Owner can elect an annuity payable monthly for any number of years from [5] to [30]. This election must be made for full twelve-month periods. In the event the Owner dies before the specified number of payments have been paid, the Beneficiary(ies) may elect to continue receiving scheduled payments or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation.

**ADDITIONAL OPTIONS.** The Company may make other income options available including income options for longer periods.

**EXCESS INTEREST.** Excess interest as declared by the Company may be used to increase payments or the period of time payments are made.

**FREQUENCY OF PAYMENTS.** The payments shown in the table are monthly payments. Payments may also be made one, two or four times a year. In order to calculate the amount payable, the following table will be used.

Number of Payments Per Year	Method of Calculation
One	Monthly Payment Multiplied by [11.919]
Two	Monthly Payment Multiplied by [5.981]
Four	Monthly Payment Multiplied by [2.996]

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## **TERMINATION PROVISION**

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This Contract will terminate and all benefits under this Contract will cease on the earlier of:

1. the date of a total withdrawal; or
2. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at our Service Center in Good Order.

## TABLE OF INCOME OPTIONS

The following table is for a Contract whose net proceeds are \$1,000.

### TABLE OF GUARANTEED ANNUITY FACTORS

UNDER OPTION 4		MONTHLY INSTALLMENT UNDER OPTIONS 1 OR 3															
No. of Monthly Installments	Monthly Installments	Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain		
			Life	120	240		Life	120	240		Female	Life	120		240	Female	Life
60	16.79	40	2.62	2.61	2.59	70	5.68	5.31	4.32	40	2.46	2.46	2.44	70	5.06	4.87	4.21
72	14.09	41	2.66	2.65	2.63	71	5.91	5.47	4.37	41	2.50	2.49	2.48	71	5.26	5.03	4.27
84	12.17	42	2.71	2.70	2.67	72	6.15	5.64	4.41	42	2.53	2.53	2.52	72	5.48	5.20	4.33
96	10.72	43	2.75	2.75	2.71	73	6.41	5.81	4.45	43	2.58	2.57	2.56	73	5.71	5.38	4.38
108	9.60	44	2.80	2.79	2.76	74	6.69	5.98	4.49	44	2.62	2.61	2.60	74	5.96	5.57	4.43
120	8.71	45	2.86	2.85	2.80	75	6.99	6.16	4.52	45	2.66	2.66	2.64	75	6.24	5.76	4.47
132	7.97	46	2.91	2.90	2.85	76	7.30	6.34	4.55	46	2.71	2.70	2.68	76	6.53	5.95	4.51
144	7.36	47	2.97	2.95	2.90	77	7.65	6.51	4.57	47	2.76	2.75	2.72	77	6.85	6.15	4.54
156	6.84	48	3.03	3.01	2.95	78	8.01	6.69	4.59	48	2.81	2.80	2.77	78	7.20	6.35	4.57
168	6.40	49	3.09	3.07	3.00	79	8.40	6.86	4.61	49	2.86	2.85	2.82	79	7.57	6.55	4.59
180	6.02	50	3.16	3.14	3.06	80	8.82	7.03	4.63	50	2.92	2.91	2.87	80	7.98	6.75	4.61
192	5.68	51	3.23	3.20	3.11	81	9.27	7.20	4.64	51	2.98	2.97	2.92	81	8.42	6.95	4.63
204	5.39	52	3.30	3.27	3.17	82	9.75	7.36	4.65	52	3.04	3.03	2.98	82	8.90	7.14	4.64
216	5.12	53	3.37	3.34	3.23	83	10.26	7.51	4.66	53	3.11	3.09	3.03	83	9.42	7.32	4.65
228	4.89	54	3.45	3.42	3.29	84	10.81	7.65	4.66	54	3.17	3.16	3.09	84	9.98	7.49	4.66
240	4.68	55	3.54	3.50	3.36	85	11.39	7.78	4.67	55	3.25	3.23	3.15	85	10.58	7.65	4.66
252	4.49	56	3.63	3.58	3.42	86	12.02	7.91	4.67	56	3.32	3.30	3.21	86	11.24	7.79	4.67
264	4.31	57	3.72	3.67	3.49	87	12.68	8.02	4.67	57	3.40	3.38	3.28	87	11.94	7.93	4.67
276	4.15	58	3.82	3.77	3.55	88	13.39	8.12	4.67	58	3.49	3.46	3.34	88	12.69	8.05	4.67
288	4.01	59	3.93	3.86	3.62	89	14.14	8.22	4.68	59	3.58	3.55	3.41	89	13.48	8.15	4.67
300	3.87	60	4.04	3.97	3.69	90	14.94	8.30	4.68	60	3.68	3.64	3.48	90	14.32	8.25	4.68
312	3.75	61	4.16	4.08	3.76	91	15.78	8.38	4.68	61	3.78	3.73	3.56	91	15.20	8.33	4.68
324	3.64	62	4.29	4.19	3.82	92	16.68	8.44	4.68	62	3.89	3.83	3.63	92	16.12	8.40	4.68
336	3.53	63	4.43	4.31	3.89	93	17.64	8.50	4.68	63	4.00	3.94	3.70	93	17.07	8.46	4.68
348	3.43	64	4.57	4.43	3.96	94	18.66	8.55	4.68	64	4.12	4.05	3.78	94	18.07	8.52	4.68
360	3.34	65	4.73	4.57	4.03	95	19.76	8.59	4.68	65	4.25	4.17	3.85	95	19.11	8.57	4.68
		66	4.89	4.70	4.09	96	20.94	8.62	4.68	66	4.39	4.30	3.93	96	20.22	8.60	4.68
		67	5.07	4.85	4.15	97	22.24	8.65	4.68	67	4.54	4.43	4.00	97	21.41	8.64	4.68
		68	5.26	4.99	4.21	98	23.69	8.67	4.68	68	4.70	4.57	4.07	98	22.73	8.66	4.68
		69	5.46	5.15	4.27	99	25.32	8.69	4.68	69	4.88	4.72	4.14	99	24.21	8.68	4.68

**Note:** Due to the length of the information, factors for Option 2 are available from the Service Center upon Your request.

**BASIS OF COMPUTATION.** The actuarial basis for the Table of Income Options is [the Annuity 2000 Mortality Table, with interest at 1.5%, and a 3% expense load]. The interest rate used in the present value calculation referred to in Options 3 and 4 will be determined by the Company, but in no instance will it be greater than 1% higher than the rate used to calculate the initial payment. The differential in the interest rates is equivalent to a fee for the recalculation and commutation of the payments. The Table of Income Options does not include any applicable premium tax.

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## GENERAL PROVISIONS (CONT'D)

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**ENTIRE CONTRACT.** The Contract, and any attached Company forms, endorsements and amendments together make up the entire Contract.

**INCORRECT AGE.** If the age of the Owner or Annuitant is incorrect, the payments will be those that the Premiums paid would have purchased at the correct age. Any underpayments will be adjusted immediately by the Company. Overpayments will be deducted from future payments.

**INTEREST OF OWNER.** The Owner's interest in the Contract before the Income Date will be nonforfeitable.

**MODIFICATION OF CONTRACT.** Any change or waiver of the provisions of this Contract must be in writing and signed by the President, a Vice President, the Secretary or Assistant Secretary of the Company. No financial representative or producer has authority to change or waive any provision of this Contract. The Company may amend or waive any portion of this Contract without notice or consent if state or federal law permits or so requires.

**NONPARTICIPATING.** This Contract does not share in the Company's surplus or earnings.

**NOTICE.** Information or instructions given to the Company by You must be in a form satisfactory to the Company, referred to as Good Order. Such notice takes effect when the Company accepts it and it is recorded at the Service Center.

Any notice the Company sends to the Owner will be sent to the Owner's last known address unless the Owner requests otherwise in writing. Any request or notice must be sent to the Service Center, unless the Company advises You otherwise. You are responsible for promptly notifying the Company of any address change.

**PROOF OF AGE OR SURVIVAL.** The Company may require satisfactory proof of correct age at any time. If any payment under this Contract is contingent on the Annuitant, Owner, or Beneficiary being alive, the Company may require satisfactory proof of survival.

**PROTECTION OF PROCEEDS.** Proceeds under this Contract are not assignable by any Beneficiary prior to the time such proceeds become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

**REPORTS.** The Company will send You a report at least once a year. The Company will also send You reports as required by law. They shall be addressed to the last address of the Owner known to the Company.

**TAXES.** The Company may deduct from the Accumulated Value any premium tax or other tax payable to the state or other government entity because of this Contract. Should the Company advance any amount so due, the Company is not waiving any right to collect such amounts at a later date. The Company will deduct any withholding taxes required by applicable law as a result of any withdrawals or amounts payable from this Contract.

## TABLE OF INCOME OPTIONS

The following table is for a Contract whose net proceeds are \$1,000.

### TABLE OF GUARANTEED ANNUITY FACTORS

UNDER OPTION 4		MONTHLY INSTALLMENT UNDER OPTIONS 1 OR 3							
No. of Monthly Installments	Monthly Installments	Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain		
			Unisex	Life	120		240	Unisex	Life
60	16.79	40	2.52	2.52	2.50	70	5.30	5.05	4.25
72	14.09	41	2.56	2.56	2.54	71	5.52	5.21	4.31
84	12.17	42	2.60	2.60	2.58	72	5.74	5.38	4.36
96	10.72	43	2.65	2.64	2.62	73	5.99	5.56	4.41
108	9.60	44	2.69	2.69	2.66	74	6.25	5.74	4.45
120	8.71	45	2.74	2.73	2.70	75	6.53	5.92	4.49
132	7.97	46	2.79	2.78	2.75	76	6.83	6.11	4.53
144	7.36	47	2.84	2.83	2.80	77	7.16	6.30	4.55
156	6.84	48	2.90	2.89	2.84	78	7.52	6.49	4.58
168	6.40	49	2.96	2.94	2.90	79	7.90	6.68	4.60
180	6.02	50	3.02	3.00	2.95	80	8.31	6.87	4.62
192	5.68	51	3.08	3.06	3.00	81	8.75	7.05	4.63
204	5.39	52	3.14	3.13	3.06	82	9.23	7.23	4.64
216	5.12	53	3.21	3.19	3.11	83	9.75	7.40	4.65
228	4.89	54	3.29	3.26	3.17	84	10.30	7.56	4.66
240	4.68	55	3.36	3.34	3.24	85	10.90	7.70	4.67
252	4.49	56	3.45	3.42	3.30	86	11.55	7.84	4.67
264	4.31	57	3.53	3.50	3.36	87	12.23	7.97	4.67
276	4.15	58	3.62	3.58	3.43	88	12.97	8.08	4.67
288	4.01	59	3.72	3.67	3.50	89	13.74	8.18	4.67
300	3.87	60	3.82	3.77	3.57	90	14.57	8.27	4.68
312	3.75	61	3.93	3.87	3.64	91	15.43	8.35	4.68
324	3.64	62	4.05	3.98	3.71	92	16.34	8.42	4.68
336	3.53	63	4.17	4.09	3.78	93	17.30	8.48	4.68
348	3.43	64	4.30	4.21	3.85	94	18.31	8.53	4.68
360	3.34	65	4.44	4.33	3.93	95	19.37	8.58	4.68
		66	4.59	4.46	4.00	96	20.51	8.61	4.68
		67	4.75	4.60	4.06	97	21.74	8.64	4.68
		68	4.92	4.74	4.13	98	23.11	8.66	4.68
		69	5.11	4.89	4.19	99	24.65	8.68	4.68

**Note:** Due to the length of the information, factors for Option 2 are available from the Service Center upon Your request.

**BASIS OF COMPUTATION.** The actuarial basis for the Table of Income Options is [the Annuity 2000 Mortality Table, with interest at 1.5%, and a 3% expense load]. The interest rate used in the present value calculation referred to in Options 3 and 4 will be determined by the Company, but in no instance will it be greater than 1% higher than the rate used to calculate the initial payment. The differential in the interest rates is equivalent to a fee for the recalculation and commutation of the payments. The Table of Income Options does not include any applicable premium tax.

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**CONTRACT DATA PAGE (CONT'D)**

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Initial Declared Interest Rate\*: [3.55%] for one year or the Extended Guarantee Period, if elected.

Initial Premium Bonus Interest Rate: [2.00%]

Extended Guarantee Period: [None]

\* The Initial Declared Interest Rate is the interest rate the Company will credit to the Contract for the first year or the Extended Guarantee Period, if applicable, and does not include the Initial Premium Bonus Interest Rate. The Initial Premium Bonus Interest Rate is added to the Initial Declared Interest Rate for the first year only.

If the Premium was the result of a transfer/exchange, the Initial Declared Interest Rate shown may reflect a crediting rate different from the then-current declared rate. The renewal rate will be based on the declared rate in effect as of the premium payment effective date.

**Withdrawal Charge.** The Company may assess a Withdrawal Charge against certain amounts withdrawn, according to the following schedule:

<b>Completed Years Since Receipt of Premium</b>	<b>Withdrawal Charge Percentage</b>
[0	8.25%
1	7.25%
2	6.50%
3	5.50%
4	4.50%
5	3.75%
6	2.75%
7	1.75%
8	0.75%
9+	0.00%]

For Owner's age [86] or older, upon a partial or full withdrawal, the Withdrawal Charge Percentage applied will be the lesser of the Withdrawal Charge Percentage indicated above or the Maximum Withdrawal Charge Percentage listed below. In either case, the Withdrawal Charge Percentage will decrease with each year until no longer applicable.

<b>Contract Year following the Contract Anniversary on or after Owner Attains the Age of:</b>	<b>Maximum Withdrawal Charge Percentage</b>
[86	7.25%
87	6.50%
88	5.50%
89	4.50%
90	3.75%
91	2.75%
92	1.75%
93	0.75%
94+	0.00%]

Thank you for choosing Jackson National Life Insurance Company, hereinafter also referred to as "the Company" or "Jackson". If you have any questions, please contact the Company at the Service Center address and telephone number shown on the Contract Data Page.

**THIS ANNUITY CONTRACT IS ISSUED BY THE COMPANY AND IS A LEGAL AGREEMENT BETWEEN THE OWNER ("YOU") AND JACKSON NATIONAL LIFE INSURANCE COMPANY.**

**READ YOUR CONTRACT CAREFULLY.**

**BENEFITS AVAILABLE UNDER THE CONTRACT ARE NOT LESS THAN THE MINIMUM BENEFITS REQUIRED BY STATUTE OF THE STATE IN WHICH THE CONTRACT IS ISSUED.**

**NOTICE OF RIGHT TO EXAMINE CONTRACT**

YOU MAY RETURN THIS CONTRACT TO THE SELLING PRODUCER OR THE COMPANY WITHIN [20] DAYS ([30] DAYS IF IT WAS PURCHASED AS A REPLACEMENT CONTRACT) AFTER YOU RECEIVE IT. THE COMPANY WILL REFUND THE PREMIUM PAID TO THE COMPANY, PLUS ANY FEE OR CHARGES DEDUCTED FROM THE PREMIUM LESS ANY LOANS AND/OR WITHDRAWALS. UPON SUCH REFUND, THE CONTRACT SHALL BE VOID.

INDIVIDUAL FLEXIBLE PREMIUM  
DEFERRED FIXED ANNUITY WITH  
DEATH BENEFIT. INCOME OPTIONS  
AVAILABLE. NONPARTICIPATING.

**This Contract is signed by the Company**



**President and Chief Executive Officer**



**Secretary**

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## CONTRACT DATA PAGE

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Contract Number:	[1234567890]
Owner:	[John Doe]
Owner Issue Age:	[45]
Joint Owner:	[Jane Doe]
Joint Owner Issue Age:	[35]
Annuitant:	[John Doe]
Annuitant Issue Age:	[45]
Joint Annuitant:	[Jane Doe]
Joint Annuitant Issue Age:	[35]
Issue Date:	[January 1, 2011]
Issue State:	[MI]
Initial Premium Amount:	[\$10,000]
Guaranteed Minimum Interest Rate:	[1.00%]
Income Date:	[January 1, 2061]
Beneficiary(ies):	[Brian Doe]

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**CONTRACT DATA PAGE (CONT'D)**

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Initial Declared Interest Rate\*: [3.55%] for one year or the Extended Guarantee Period, if elected.

Extended Guarantee Period: [None]

\* The Initial Declared Interest Rate is the interest rate the Company will credit to the Contract for the first year or the Extended Guarantee Period, if applicable.

If the Premium was the result of a transfer/exchange, the Initial Declared Interest Rate shown may reflect a crediting rate different from the then-current declared rate. The renewal rate will be based on the declared rate in effect as of the premium payment effective date.

**Withdrawal Charge.** The Company may assess a Withdrawal Charge against certain amounts withdrawn, according to the following schedule:

Completed Years Since Receipt of Premium	Withdrawal Charge Percentage
[0	7.00%
1	7.00%
2	6.00%
3	5.00%
4	4.00%
5	3.00%
6	2.00%
7+	0.00%]

For Owner's age [87] or older, upon a partial or full withdrawal, the Withdrawal Charge Percentage applied will be the lesser of the Withdrawal Charge Percentage indicated above or the Maximum Withdrawal Charge Percentage listed below. In either case, the Withdrawal Charge Percentage will decrease with each year until no longer applicable.

Contract Year following the Contract Anniversary on or after Owner Attains the Age of:	Maximum Withdrawal Charge Percentage
[87	6.50%
88	5.50%
89	4.50%
90	3.75%
91	2.75%
92	1.75%
93	0.75%
94+	0.00%]

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## CONTRACT DATA PAGE (CONT'D)

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The Company may offer a discount or reduce or eliminate the amount of the Withdrawal Charge when the Contract is sold to certain individuals or groups of individuals under circumstances that reduce our sales expense.

Premium, including interest credited on that Premium, which is no longer subject to Withdrawal Charges (and not previously withdrawn) may be withdrawn free of Withdrawal Charges at any time.

Please see the Withdrawal Charge provisions for a complete explanation of charges.

**Premium(s).** Premiums are flexible. This means that the Owner may change the amounts, frequency or timing of Premiums. The initial Premium must be at least [\$5,000] for Non-Qualified Plan Contracts and [\$2,000] for Qualified Plan Contracts. Subsequent Premiums must be at least [\$1,000] ([\$80 per month] if made in connection with an automatic payment plan). Total Premiums under a Contract may not exceed [\$1,000,000]. However, the Company may waive the minimums or maximums at any time. The Company reserves the right to refuse any Premium payment.

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If You have questions about this Contract including requests for information about coverage or complaint resolutions, You may contact our Service Center at the following address or telephone number.

Jackson Service Center  
[P.O. Box 24068  
Lansing, MI 48909-4068  
800/644-4565]

Express Mail:  
Jackson Service Center  
[1 Corporate Way  
Lansing, MI 48951]

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## DEFINITIONS

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**ACCUMULATED VALUE.** An amount equal to the Premium(s) and any subsequent amounts credited to the Contract, including interest credited, less any amounts withdrawn, less any taxes and Withdrawal Charges previously assessed.

**ANNUITANT.** The natural person on whose life the income benefit for this Contract is based. The Owner may change the Annuitant at any time prior to the Income Date, unless the Owner is not a natural person. Any reference to the Annuitant includes any Joint Annuitant.

**BENEFICIARY(IES).** The natural person(s) or entity(ies) designated to receive any Contract benefits upon the death of the Owner or Annuitant as applicable in the circumstances.

**CONTRACT.** The individual flexible premium deferred fixed annuity described herein.

**CONTRACT ANNIVERSARY.** Each one-year anniversary of the Issue Date.

**CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary.

**EXTENDED GUARANTEE PERIOD.** The period for which each Premium earns the declared rate of interest, if selected.

**GOOD ORDER.** The receipt by the Company of any and all information, documentation, instructions and/or Premium deemed necessary by the Company, in its sole discretion, to issue the Contract or execute any transaction pursuant to the terms of the Contract.

**INCOME DATE.** The date on which annuity payments are scheduled to begin under an income option.

**ISSUE DATE.** The date the Contract was issued by the Company, as shown on the Contract Data Page.

**JOINT OWNER.** If there is more than one Owner, each Owner shall be a Joint Owner of the Contract. Joint Owners have equal ownership rights and must each authorize any exercising of those ownership rights under this Contract.

**LATEST INCOME DATE.** The Contract Anniversary on or next following the Owner's 95th birthday under a Non-Qualified Plan Contract, or such earlier date required by the applicable qualified plan, law or regulation.

**NON-QUALIFIED PLAN.** A retirement plan which does not receive favorable tax treatment under Sections [401, 403, 408, 408A or 457] of the Internal Revenue Code, as amended.

**OWNER ("YOU," "YOUR").** The natural person(s) or entity(ies) so designated on the Contract Data Page, or by subsequent designation. Usually, but not always, the Owner is also the Annuitant. If Joint Owners are designated, all references to Owner shall mean Joint Owners.

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## DEFINITIONS (CONT'D)

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**PREMIUM(S).** Considerations paid into this Contract by or on behalf of the Owner.

**QUALIFIED PLAN.** A retirement plan that qualifies for favorable tax treatment under Sections [401, 403, 408, 408A or 457] of the Internal Revenue Code, as amended.

**SERVICE CENTER.** The Company's address and telephone number as specified on the Contract Data Page or as may be designated by the Company from time to time.

**WITHDRAWAL CHARGE.** The charge assessed against certain withdrawals from the Accumulated Value.

**WITHDRAWAL VALUE.** The Accumulated Value, less any tax payable, minus any applicable Withdrawal Charges and charges due under any optional endorsement to the Contract.

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## GENERAL PROVISIONS

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**ANNUITANT.** The Owner may change the Annuitant at any time prior to the Income Date, unless the Owner is not a natural person. If the Owner is not a natural person, the age of the Annuitant will be used in lieu of the Owner's age for all purposes under this Contract, unless otherwise specified in the Contract. Also, if the Owner is not a natural person the Waiver of Withdrawal Charge due to Terminal Illness will apply to the Annuitant.

**ASSIGNMENT.** The Owner may assign this Contract before the Income Date, but the Company will not be bound by an assignment unless it is in writing and has been accepted and recorded at the Company's Service Center. The Company reserves the right to refuse assignments or transfers at any time on a nondiscriminatory basis. An assignment will take effect when recorded by the Company. The Company is not responsible for any payment made before an assignment is recorded. The Owner may exercise these rights subject to the interest of any assignee or irrevocable Beneficiary. **THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE VALIDITY OR TAX CONSEQUENCES OF ANY ASSIGNMENT. IF YOU MAKE AN ASSIGNMENT, YOU MAY HAVE TO PAY INCOME TAX. YOU ARE ENCOURAGED TO SEEK COMPETENT LEGAL AND/OR TAX ADVICE.**

**BENEFICIARY.** The individual(s) or entity(ies) designated by the Owner to receive any amount payable under this Contract on the Owner's death or upon the death of the Annuitant on or after the Income Date pursuant to the terms of this Contract. (See Income Provision section for details.) The original Beneficiary(ies) will be shown on the Contract Data Page. If two or more Beneficiaries are named, those Beneficiaries surviving the applicable death shall share any benefit that would have been due to a Beneficiary that predeceased the applicable death in proportion equal to the proportion identified in the Beneficiary designation unless otherwise stated on the Beneficiary designation. If no Beneficiaries survive the applicable death, the death benefit shall be paid to the Owner's estate if the Owner is a natural person, otherwise to the Owner.

Upon the death of a Joint Owner, the surviving Joint Owner shall be treated as the primary Beneficiary and all other Beneficiaries shall become contingent Beneficiaries.

The Owner may request a change of a Beneficiary designation by submitting a written request to the Company's Service Center. No Beneficiary change will take effect unless received by the Company before the applicable death and unless and until recorded by the Company.

**CONFORMITY WITH LAWS.** This Contract will be interpreted under the laws of the state in which it is issued and any applicable federal laws. Any provision that is in conflict with the laws of such state or any federal law is amended to conform to the minimum requirements of such law.

**CONTESTABILITY.** The Company will not contest this Contract from its Issue Date, as shown on the Contract Data Page.

**DEFERMENT OF PAYMENTS.** The Company may defer payment of any withdrawal amount for a period not exceeding six (6) months. Deferral for the six (6) month period will be made only if the Company makes a written request and receives written approval from the regulatory official of the Issue State. Subject to state requirements, interest will be credited during such deferred period.

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## GENERAL PROVISIONS (CONT'D)

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**ENTIRE CONTRACT.** The Contract, and any attached Company forms, endorsements and amendments together make up the entire Contract.

**INCORRECT AGE OR SEX.** If the age or sex of the Owner or Annuitant is incorrect, the payments will be those that the Premiums paid would have purchased at the correct age and sex. Any underpayments will be adjusted immediately by the Company. Overpayments will be deducted from future payments.

**INTEREST OF OWNER.** The Owner's interest in the Contract before the Income Date will be nonforfeitable.

**MODIFICATION OF CONTRACT.** Any change or waiver of the provisions of this Contract must be in writing and signed by the President, a Vice President, the Secretary or Assistant Secretary of the Company. No financial representative or producer has authority to change or waive any provision of this Contract. The Company may amend or waive any portion of this Contract without notice or consent if state or federal law permits or so requires.

**NONPARTICIPATING.** This Contract does not share in the Company's surplus or earnings.

**NOTICE.** Information or instructions given to the Company by You must be in a form satisfactory to the Company, referred to as Good Order. Such notice takes effect when the Company accepts it and it is recorded at the Service Center.

Any notice the Company sends to the Owner will be sent to the Owner's last known address unless the Owner requests otherwise in writing. Any request or notice must be sent to the Service Center, unless the Company advises You otherwise. You are responsible for promptly notifying the Company of any address change.

**PROOF OF AGE, SEX OR SURVIVAL.** The Company may require satisfactory proof of correct age or sex at any time. If any payment under this Contract is contingent on the Annuitant, Owner, or Beneficiary being alive, the Company may require satisfactory proof of survival.

**PROTECTION OF PROCEEDS.** Proceeds under this Contract are not assignable by any Beneficiary prior to the time such proceeds become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

**REPORTS.** The Company will send You a report at least once a year. The Company will also send You reports as required by law. They shall be addressed to the last address of the Owner known to the Company.

**TAXES.** The Company may deduct from the Accumulated Value any premium tax or other tax payable to the state or other government entity because of this Contract. Should the Company advance any amount so due, the Company is not waiving any right to collect such amounts at a later date. The Company will deduct any withholding taxes required by applicable law as a result of any withdrawals or amounts payable from this Contract.

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## ACCUMULATED VALUE PROVISIONS

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The Accumulated Value is equal to Premium(s) and any subsequent amounts credited to the Contract, including interest credited, less any amounts withdrawn, and less any taxes and Withdrawal Charges previously assessed.

**INTEREST TO BE CREDITED.** The Company will credit interest to this Contract. Such interest will be credited at such rate or rates as the Company prospectively declares from time to time, at the sole discretion of the Company. This discretion includes the right to declare higher interest rates on certain Premium payments. The rate initially declared for each Premium will remain in effect for a period not less than one year or the Extended Guarantee Period, if elected, so long as such deposited amount remains in the Contract. The rate credited on Premium for the first year of an Extended Guarantee Period will be lower than that credited on Premium applied at the same time to Contracts without the Extended Guarantee Period. After the expiration of the initial period, any rate or rates subsequently declared by the Company will remain in effect for a period of not less than 12 months, so long as such deposited amount remains in the Contract, and will continue at such rate unless changed by the Company. The Company guarantees that it will credit interest at not less than the Guaranteed Minimum Interest Rate as shown on the Contract Data Page.

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## WITHDRAWAL PROVISIONS

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At or before the Income Date, the Owner may withdraw all or part of the amounts under this Contract by informing the Company at the Service Center. For full withdrawal, this Contract, or a completed Lost Contract Affidavit, must be returned to the Service Center.

**TOTAL WITHDRAWAL.** The Company will pay the Owner a full refund of the Premium paid less any previous partial withdrawals, not including any Withdrawal Charge on such withdrawals, or the Withdrawal Value, whichever is greater, provided:

1. the Owner submits a written request for full Withdrawal to our Service Center; and
2. the Contract or a Lost Contract Affidavit completed by the Owner is submitted to our Service Center.

**PARTIAL WITHDRAWAL.** The Owner may make a partial withdrawal at any time provided:

1. the Owner submits a written request to our Service Center;
2. the withdrawal is at least [\$50]; and
3. the withdrawal does not reduce the remaining Accumulated Value to less than [\$1,000].

A partial withdrawal request that would reduce the Accumulated Value below [\$1,000] will be treated by the Company as a total withdrawal.

**WITHDRAWAL CHARGE.** Withdrawal Charges may be imposed upon certain withdrawals. Each Premium payment, including interest credited on that Premium, will be subject to Withdrawal Charges and will be calculated in accordance with the Withdrawal Charge schedule on the Contract Data Page. Any request for a partial withdrawal will be processed and calculated in the same manner as a total withdrawal.

For the purposes of determining a Withdrawal Charge, the amount of the withdrawal is taken from the Accumulated Value on a first-in, first-out basis so that all withdrawals are allocated to the Premium, including interest credited on that Premium, in which the lowest (if any), Withdrawal Charge percentage applies. The Withdrawal Charge is then deducted from the corresponding Premium, including interest credited on that Premium, so that the actual reduction in Accumulated Value as a result of the withdrawal will be greater than the amount paid.

The Company will waive the Withdrawal Charge on any withdrawal necessary to satisfy the required minimum distribution of the Internal Revenue Code.

**FREE WITHDRAWALS.** Every Contract Year, You may withdraw up to a total of [15%] of the Accumulated Value as determined at the date of each request, free of Withdrawal Charges. If the sum of withdrawals in a given Contract Year exceed [15%] of the Accumulated Value, the total amount withdrawn that Contract Year will be subject to Withdrawal Charges.

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## DEATH BENEFIT PROVISIONS

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**DEATH OF OWNER BEFORE THE INCOME DATE.** Upon the Owner's death, or the death of any Joint Owner, before the Income Date, the death benefit will be paid to the Beneficiary(ies) designated by the Owner. Upon the death of a Joint Owner, the surviving Joint Owner, if any, will be the primary Beneficiary. Any other Beneficiary designation on record at the Service Center at the time of death will be treated as a contingent Beneficiary.

**DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE.** The death benefit amount before the Income Date shall be the Accumulated Value on the date when due proof of the Owner's death, satisfactory to the Company, and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

**DEATH BENEFIT OPTIONS BEFORE INCOME DATE.** In the event of the Owner's death, or the death of a Joint Owner, before the Income Date, a Beneficiary must request that the death benefit be paid under one of the death benefit options below, or other option(s) if any then available, unless the Owner did so previously. The following are the available death benefit options:

1. Option 1 - single lump-sum payment of the death benefit; or
2. Option 2 - payment of the entire death benefit within five years of the date of the death of the Owner or any Joint Owner; or
3. Option 3 - payment of the death benefit under an income option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary, with distribution beginning within one year of the date of the death of the Owner or any Joint Owner.

Any portion of the death benefit not applied under Option 3 within one year of the date of an Owner's death must be distributed within five years of the date of the Owner's death.

Payment to the Beneficiary, other than in a single lump-sum, may only be elected during the 60-day period beginning with the date of receipt of proof of death in Good Order by the Service Center.

**Spousal Continuation Option.** If the Joint Owner, if any, or the Beneficiary is the spouse of the Owner, he or she may elect to continue the Contract in his or her own name, at the then Accumulated Value, and exercise all of the Owner's rights under the Contract in lieu of taking one of the death benefit options available before the Income Date.

**Pre-selected Death Benefit Option Election.** Prior to the Income Date, the Owner may designate the death benefit option under which the death benefit will be paid. This designation of the death benefit option must be given in a form acceptable to the Company, and will take effect only after being recorded by the Company.

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## DEATH BENEFIT PROVISIONS (CONT'D)

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The Owner may elect any death benefit option described in this Contract, or other death benefit option, as agreed upon by the Company at the time of election. Once elected, the designation can only be revoked or changed by the Owner in a form acceptable to the Company. Upon the death of the Owner, the Beneficiary may not revoke or modify the death benefit option elected, subject to the requirements of the Internal Revenue Code. However, at the time of the Owner's death, the Company reserves the right to change or modify the death benefit option if the death benefit option previously elected exceeds the life expectancy of the Beneficiary. If a Pre-selected Death Benefit Option Election is not made by the Owner prior to the Owner's death, the Beneficiary may request that the death benefit be paid under any of the death benefit options described in this Contract, or other death benefit option, as agreed upon by the Company at the time of request.

If this Pre-selected Death Benefit Option Election is in force at the time of the Owner's death, the payment of the death benefit may not be postponed, nor can the Contract be continued under any provisions of this Contract. These restrictions apply even if the Beneficiary is the spouse of the Owner, unless such restriction is prohibited by law.

**DEATH OF OWNER AFTER THE INCOME DATE.** If the Owner or any Joint Owner, who is not an Annuitant, dies after the Income Date, any remaining payments under the income option elected will continue at least as rapidly as under the method of distribution in effect at the Owner's death. Upon the Owner's death after the Income Date, the Beneficiary becomes the Owner.

**DEATH OF ANNUITANT BEFORE INCOME DATE.** Upon the death of an Annuitant, who is not an Owner, before the Income Date, the Contract remains in force and the Owner will become the Annuitant. The Owner may designate a new Annuitant, subject to the Company's administrative rules then in effect. However, if the Owner is not a natural person, the death of the primary Annuitant will be treated as the death of the Owner and a new Annuitant may not be designated.

**DEATH OF ANNUITANT AFTER INCOME DATE.** Upon the death of the Annuitant after the Income Date, the death benefit, if any, will be as specified in the income option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

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## ADDITIONAL BENEFIT PROVISIONS

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**WAIVER OF THE WITHDRAWAL CHARGE DUE TO TERMINAL ILLNESS.** If the Owner incurs a Terminal Illness while the Contract's Withdrawal Charge would normally apply, the Company will waive the Withdrawal Charge on the amount the Owner requests withdrawn from the Contract under this provision.

You can withdraw an amount without a Withdrawal Charge pursuant to this benefit only once, regardless of the subsequent occurrence of the same condition or the occurrence of a different condition. You are not eligible for this waiver if You have a Terminal Illness on the Issue Date of the Contract.

The amount withdrawn pursuant to this provision shall be as requested by the Owner up to 100% of the Contract's Accumulated Value. The amount withdrawn is subject to an aggregate amount on all contracts with the Company of [\$250,000], and will be taken from the Accumulated Value as stated in the Withdrawal Provisions of this Contract.

**For the purpose of this Terminal Illness benefit, the following definitions apply:**

- **Physician** - means an individual who is licensed to practice medicine and treat illness or injury in the state where treatment is received and who is acting within the scope of his or her license. The term Physician only refers to a Physician licensed and currently practicing in the United States of America. Physician does not include:
  - a) an Annuitant or Joint Annuitant;
  - b) an Owner or Joint Owner;
  - c) Beneficiary(ies); or
  - d) a person who is part of the Beneficiary's, Annuitant's or Joint Annuitant's, Owner's or Joint Owner's Immediate Family.
- **Immediate Family** - means the individual's spouse, child, brother, sister, parent or grandparent.
- **Physician's Statement** - means a written statement, acceptable to the Company, signed by a Physician which:
  - a) gives the Physician's diagnosis of the Owner's noncorrectable medical condition; and
  - b) states with reasonable medical certainty, that the noncorrectable medical condition will result in the death of the Owner within twelve (12) months or less from the date of the Physician's statement.

This statement will take into consideration the ordinary and reasonable medical care, advice and treatment available in the same or similar communities.

- **Terminal Illness** - is a noncorrectable medical condition, which will result in the death of the Owner within (12) twelve months or less from the date of the Physician's statement.

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## **ADDITIONAL BENEFIT PROVISIONS (CONT'D)**

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**CLAIM REQUIREMENTS.** Written proof of the Owner's Terminal Illness must be received in Good Order at the Service Center before a Terminal Illness benefit payment will be considered. Written proof includes a properly completed Company claim form, Your signed medical records release, and a Physician's statement of condition satisfactory to the Company. The Company reserves the right to request additional medical information from any Physician or institution which may have provided treatment for the Terminal Illness. The Company may require, at its expense, an additional examination by a Physician of its choice. If there is a discrepancy between medical opinions, the opinion of the Company's Physician will govern, unless state law requires otherwise.

Written notice and proof of claim must be submitted to the Service Center any time after the date the Owner develops a Terminal Illness. Contact the Service Center for details on how to apply for benefits under this Provision.

**A PAYMENT UNDER THIS PROVISION MAY BE TAXABLE. AS WITH ALL TAX MATTERS, YOU ARE ENCOURAGED TO SEEK LEGAL AND/OR TAX ADVICE.**

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## INCOME PROVISIONS

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**INCOME DATE.** If no Income Date is selected, the Income Date will be the Latest Income Date. At any time at least seven days prior to the Income Date then indicated on the Company's records, the Owner may change the Income Date to any date later than the Income Date currently on record by written notice to the Service Center, subject to the Latest Income Date.

**INCOME OPTIONS.** The Owner, or any Beneficiary who is so entitled, may elect to receive a single lump-sum. However, a single lump-sum distribution may be deemed to be a withdrawal. Alternatively, an income option may be elected. The Owner may, upon prior written notice to the Company at its Service Center, elect an income option at any time prior to the Income Date or change an income option up to seven days before the Income Date. Unless otherwise designated, the Owner will be the payee.

If no other income option is elected, monthly annuity payments will be made in accordance with Option 3 below, a life annuity with [120]-month period certain. Payments will be made in monthly, quarterly, semi-annual or annual installments as selected by the Owner. However, if the amount available to apply under an income option is less than [\$5,000], and state law permits, the Company has the right to make payments in one single lump-sum. In addition, if the first payment provided would be less than [\$50], and state law permits, the Company may require the frequency of payments be at quarterly, semi-annual or annual intervals so as to result in an initial payment of at least [\$50].

**NO WITHDRAWALS OF THE ACCUMULATED VALUE ARE PERMITTED DURING THE ANNUITY PERIOD FOR ANY INCOME OPTION UNDER WHICH PAYMENTS ARE BEING MADE PURSUANT TO LIFE CONTINGENCIES.**

Upon written election filed with the Company at its Service Center, the Accumulated Value will be applied to provide one of the following income options. Withdrawal Charges will apply if the annuity payments begin within [one year] of the Issue Date, regardless of the Income Option elected. After the [first] Contract Year, no Withdrawal Charge will apply, provided the income option elected is a life contingent option or results in payments spread over at least ten years. [Also, if payment under an income option begins at least four years from the Issue Date, and provided the income option elected is a life contingent option or results in payments spread over at least ten years, the amount of your Accumulated Value applied to the income option will be increased by [1%.]

**OPTION 1 - LIFE INCOME.** An annuity payable monthly during the lifetime of the Annuitant. Under this income option, no further annuity payments are payable after the death of the Annuitant, and there is no provision for a death benefit payable to the Owner. Therefore, it is possible under Option 1 for an Owner to receive only one monthly annuity payment under this income option if the Annuitant has an early death.

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## INCOME PROVISIONS (CONT'D)

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**OPTION 2 - JOINT AND SURVIVOR.** An annuity payable monthly while both the Annuitant and a designated second person are living. Upon the death of either person, the monthly annuity payments will continue during the lifetime of the survivor at either the full amount previously payable, or as a percentage (either one-half or two-thirds) of the full amount, as chosen at the time of election of the income option. Annuity payments terminate automatically and immediately upon the death of the surviving person without regard to the number or total amount of payments received. There is no minimum number of guaranteed payments, and it is possible to have only one monthly annuity payment if both the Annuitant and the designated second person die before the due date of the second payment.

**OPTION 3 - LIFE ANNUITY WITH [120] OR [240] MONTHLY PERIODS GUARANTEED.** An annuity payable monthly during the lifetime of the Annuitant with the guarantee that if, at the death of the Annuitant, payments have been made for fewer than the guaranteed [120] or [240] monthly periods, as elected, the balance of the guaranteed number of payments will continue to be made to the Owner as scheduled. In the event the Owner dies before the specified number of guaranteed payments has been made, the Beneficiary(ies) may elect to continue receiving scheduled payments according to the terms of this Contract or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation.

**OPTION 4 - INCOME FOR A SPECIFIED PERIOD.** Under this income option, the Owner can elect an annuity payable monthly for any number of years from [5] to [30]. This election must be made for full twelve-month periods. In the event the Owner dies before the specified number of payments have been paid, the Beneficiary(ies) may elect to continue receiving scheduled payments or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation.

**ADDITIONAL OPTIONS.** The Company may make other income options available including income options for longer periods.

**EXCESS INTEREST.** Excess interest as declared by the Company may be used to increase payments or the period of time payments are made.

**FREQUENCY OF PAYMENTS.** The payments shown in the table are monthly payments. Payments may also be made one, two or four times a year. In order to calculate the amount payable, the following table will be used.

Number of Payments Per Year	Method of Calculation
One	Monthly Payment Multiplied by [11.919]
Two	Monthly Payment Multiplied by [5.981]
Four	Monthly Payment Multiplied by [2.996]

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## **TERMINATION PROVISION**

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This Contract will terminate and all benefits under this Contract will cease on the earlier of:

1. the date of a total withdrawal; or
2. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at our Service Center in Good Order.

## TABLE OF INCOME OPTIONS

The following table is for a Contract whose net proceeds are \$1,000.

### TABLE OF GUARANTEED ANNUITY FACTORS

UNDER OPTION 4		MONTHLY INSTALLMENT UNDER OPTIONS 1 OR 3															
No. of Monthly Installments	Monthly Installments	Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain		
			Life	120	240		Life	120	240		Female	Life	120		240	Female	Life
60	16.79	40	2.62	2.61	2.59	70	5.68	5.31	4.32	40	2.46	2.46	2.44	70	5.06	4.87	4.21
72	14.09	41	2.66	2.65	2.63	71	5.91	5.47	4.37	41	2.50	2.49	2.48	71	5.26	5.03	4.27
84	12.17	42	2.71	2.70	2.67	72	6.15	5.64	4.41	42	2.53	2.53	2.52	72	5.48	5.20	4.33
96	10.72	43	2.75	2.75	2.71	73	6.41	5.81	4.45	43	2.58	2.57	2.56	73	5.71	5.38	4.38
108	9.60	44	2.80	2.79	2.76	74	6.69	5.98	4.49	44	2.62	2.61	2.60	74	5.96	5.57	4.43
120	8.71	45	2.86	2.85	2.80	75	6.99	6.16	4.52	45	2.66	2.66	2.64	75	6.24	5.76	4.47
132	7.97	46	2.91	2.90	2.85	76	7.30	6.34	4.55	46	2.71	2.70	2.68	76	6.53	5.95	4.51
144	7.36	47	2.97	2.95	2.90	77	7.65	6.51	4.57	47	2.76	2.75	2.72	77	6.85	6.15	4.54
156	6.84	48	3.03	3.01	2.95	78	8.01	6.69	4.59	48	2.81	2.80	2.77	78	7.20	6.35	4.57
168	6.40	49	3.09	3.07	3.00	79	8.40	6.86	4.61	49	2.86	2.85	2.82	79	7.57	6.55	4.59
180	6.02	50	3.16	3.14	3.06	80	8.82	7.03	4.63	50	2.92	2.91	2.87	80	7.98	6.75	4.61
192	5.68	51	3.23	3.20	3.11	81	9.27	7.20	4.64	51	2.98	2.97	2.92	81	8.42	6.95	4.63
204	5.39	52	3.30	3.27	3.17	82	9.75	7.36	4.65	52	3.04	3.03	2.98	82	8.90	7.14	4.64
216	5.12	53	3.37	3.34	3.23	83	10.26	7.51	4.66	53	3.11	3.09	3.03	83	9.42	7.32	4.65
228	4.89	54	3.45	3.42	3.29	84	10.81	7.65	4.66	54	3.17	3.16	3.09	84	9.98	7.49	4.66
240	4.68	55	3.54	3.50	3.36	85	11.39	7.78	4.67	55	3.25	3.23	3.15	85	10.58	7.65	4.66
252	4.49	56	3.63	3.58	3.42	86	12.02	7.91	4.67	56	3.32	3.30	3.21	86	11.24	7.79	4.67
264	4.31	57	3.72	3.67	3.49	87	12.68	8.02	4.67	57	3.40	3.38	3.28	87	11.94	7.93	4.67
276	4.15	58	3.82	3.77	3.55	88	13.39	8.12	4.67	58	3.49	3.46	3.34	88	12.69	8.05	4.67
288	4.01	59	3.93	3.86	3.62	89	14.14	8.22	4.68	59	3.58	3.55	3.41	89	13.48	8.15	4.67
300	3.87	60	4.04	3.97	3.69	90	14.94	8.30	4.68	60	3.68	3.64	3.48	90	14.32	8.25	4.68
312	3.75	61	4.16	4.08	3.76	91	15.78	8.38	4.68	61	3.78	3.73	3.56	91	15.20	8.33	4.68
324	3.64	62	4.29	4.19	3.82	92	16.68	8.44	4.68	62	3.89	3.83	3.63	92	16.12	8.40	4.68
336	3.53	63	4.43	4.31	3.89	93	17.64	8.50	4.68	63	4.00	3.94	3.70	93	17.07	8.46	4.68
348	3.43	64	4.57	4.43	3.96	94	18.66	8.55	4.68	64	4.12	4.05	3.78	94	18.07	8.52	4.68
360	3.34	65	4.73	4.57	4.03	95	19.76	8.59	4.68	65	4.25	4.17	3.85	95	19.11	8.57	4.68
		66	4.89	4.70	4.09	96	20.94	8.62	4.68	66	4.39	4.30	3.93	96	20.22	8.60	4.68
		67	5.07	4.85	4.15	97	22.24	8.65	4.68	67	4.54	4.43	4.00	97	21.41	8.64	4.68
		68	5.26	4.99	4.21	98	23.69	8.67	4.68	68	4.70	4.57	4.07	98	22.73	8.66	4.68
		69	5.46	5.15	4.27	99	25.32	8.69	4.68	69	4.88	4.72	4.14	99	24.21	8.68	4.68

**Note:** Due to the length of the information, factors for Option 2 are available from the Service Center upon Your request.

**BASIS OF COMPUTATION.** The actuarial basis for the Table of Income Options is [the Annuity 2000 Mortality Table, with interest at 1.5%, and a 3% expense load]. The interest rate used in the present value calculation referred to in Options 3 and 4 will be determined by the Company, but in no instance will it be greater than 1% higher than the rate used to calculate the initial payment. The differential in the interest rates is equivalent to a fee for the recalculation and commutation of the payments. The Table of Income Options does not include any applicable premium tax.

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## GENERAL PROVISIONS (CONT'D)

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**ENTIRE CONTRACT.** The Contract, and any attached Company forms, endorsements and amendments together make up the entire Contract.

**INCORRECT AGE.** If the age of the Owner or Annuitant is incorrect, the payments will be those that the Premiums paid would have purchased at the correct age. Any underpayments will be adjusted immediately by the Company. Overpayments will be deducted from future payments.

**INTEREST OF OWNER.** The Owner's interest in the Contract before the Income Date will be nonforfeitable.

**MODIFICATION OF CONTRACT.** Any change or waiver of the provisions of this Contract must be in writing and signed by the President, a Vice President, the Secretary or Assistant Secretary of the Company. No financial representative or producer has authority to change or waive any provision of this Contract. The Company may amend or waive any portion of this Contract without notice or consent if state or federal law permits or so requires.

**NONPARTICIPATING.** This Contract does not share in the Company's surplus or earnings.

**NOTICE.** Information or instructions given to the Company by You must be in a form satisfactory to the Company, referred to as Good Order. Such notice takes effect when the Company accepts it and it is recorded at the Service Center.

Any notice the Company sends to the Owner will be sent to the Owner's last known address unless the Owner requests otherwise in writing. Any request or notice must be sent to the Service Center, unless the Company advises You otherwise. You are responsible for promptly notifying the Company of any address change.

**PROOF OF AGE OR SURVIVAL.** The Company may require satisfactory proof of correct age at any time. If any payment under this Contract is contingent on the Annuitant, Owner, or Beneficiary being alive, the Company may require satisfactory proof of survival.

**PROTECTION OF PROCEEDS.** Proceeds under this Contract are not assignable by any Beneficiary prior to the time such proceeds become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

**REPORTS.** The Company will send You a report at least once a year. The Company will also send You reports as required by law. They shall be addressed to the last address of the Owner known to the Company.

**TAXES.** The Company may deduct from the Accumulated Value any premium tax or other tax payable to the state or other government entity because of this Contract. Should the Company advance any amount so due, the Company is not waiving any right to collect such amounts at a later date. The Company will deduct any withholding taxes required by applicable law as a result of any withdrawals or amounts payable from this Contract.

## TABLE OF INCOME OPTIONS

The following table is for a Contract whose net proceeds are \$1,000.

### TABLE OF GUARANTEED ANNUITY FACTORS

UNDER OPTION 4		MONTHLY INSTALLMENT UNDER OPTIONS 1 OR 3							
No. of Monthly Installments	Monthly Installments	Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain		
			Unisex	Life	120		240	Unisex	Life
60	16.79	40	2.52	2.52	2.50	70	5.30	5.05	4.25
72	14.09	41	2.56	2.56	2.54	71	5.52	5.21	4.31
84	12.17	42	2.60	2.60	2.58	72	5.74	5.38	4.36
96	10.72	43	2.65	2.64	2.62	73	5.99	5.56	4.41
108	9.60	44	2.69	2.69	2.66	74	6.25	5.74	4.45
120	8.71	45	2.74	2.73	2.70	75	6.53	5.92	4.49
132	7.97	46	2.79	2.78	2.75	76	6.83	6.11	4.53
144	7.36	47	2.84	2.83	2.80	77	7.16	6.30	4.55
156	6.84	48	2.90	2.89	2.84	78	7.52	6.49	4.58
168	6.40	49	2.96	2.94	2.90	79	7.90	6.68	4.60
180	6.02	50	3.02	3.00	2.95	80	8.31	6.87	4.62
192	5.68	51	3.08	3.06	3.00	81	8.75	7.05	4.63
204	5.39	52	3.14	3.13	3.06	82	9.23	7.23	4.64
216	5.12	53	3.21	3.19	3.11	83	9.75	7.40	4.65
228	4.89	54	3.29	3.26	3.17	84	10.30	7.56	4.66
240	4.68	55	3.36	3.34	3.24	85	10.90	7.70	4.67
252	4.49	56	3.45	3.42	3.30	86	11.55	7.84	4.67
264	4.31	57	3.53	3.50	3.36	87	12.23	7.97	4.67
276	4.15	58	3.62	3.58	3.43	88	12.97	8.08	4.67
288	4.01	59	3.72	3.67	3.50	89	13.74	8.18	4.67
300	3.87	60	3.82	3.77	3.57	90	14.57	8.27	4.68
312	3.75	61	3.93	3.87	3.64	91	15.43	8.35	4.68
324	3.64	62	4.05	3.98	3.71	92	16.34	8.42	4.68
336	3.53	63	4.17	4.09	3.78	93	17.30	8.48	4.68
348	3.43	64	4.30	4.21	3.85	94	18.31	8.53	4.68
360	3.34	65	4.44	4.33	3.93	95	19.37	8.58	4.68
		66	4.59	4.46	4.00	96	20.51	8.61	4.68
		67	4.75	4.60	4.06	97	21.74	8.64	4.68
		68	4.92	4.74	4.13	98	23.11	8.66	4.68
		69	5.11	4.89	4.19	99	24.65	8.68	4.68

**Note:** Due to the length of the information, factors for Option 2 are available from the Service Center upon Your request.

**BASIS OF COMPUTATION.** The actuarial basis for the Table of Income Options is [the Annuity 2000 Mortality Table, with interest at 1.5%, and a 3% expense load]. The interest rate used in the present value calculation referred to in Options 3 and 4 will be determined by the Company, but in no instance will it be greater than 1% higher than the rate used to calculate the initial payment. The differential in the interest rates is equivalent to a fee for the recalculation and commutation of the payments. The Table of Income Options does not include any applicable premium tax.

Thank you for choosing Jackson National Life Insurance Company, hereinafter also referred to as "the Company" or "Jackson". If you have any questions, please contact the Company at the Service Center address and telephone number shown on the Contract Data Page.

**THIS ANNUITY CONTRACT IS ISSUED BY THE COMPANY AND IS A LEGAL AGREEMENT BETWEEN THE OWNER ("YOU") AND JACKSON NATIONAL LIFE INSURANCE COMPANY.**

**READ YOUR CONTRACT CAREFULLY.**

**BENEFITS AVAILABLE UNDER THE CONTRACT ARE NOT LESS THAN THE MINIMUM BENEFITS REQUIRED BY STATUTE OF THE STATE IN WHICH THE CONTRACT IS ISSUED.**

**NOTICE OF RIGHT TO EXAMINE CONTRACT**

YOU MAY RETURN THIS CONTRACT TO THE SELLING PRODUCER OR THE COMPANY WITHIN [20] DAYS ([30] DAYS IF IT WAS PURCHASED AS A REPLACEMENT CONTRACT) AFTER YOU RECEIVE IT. THE COMPANY WILL REFUND THE PREMIUM PAID TO THE COMPANY, PLUS ANY FEE OR CHARGES DEDUCTED FROM THE PREMIUM LESS ANY LOANS AND/OR WITHDRAWALS. UPON SUCH REFUND, THE CONTRACT SHALL BE VOID.

**THIS CONTRACT HAS A BONUS INTEREST RATE. ALL PREMIUM PAID INTO THE CONTRACT WILL RECEIVE AN INTEREST RATE BONUS FOR ONE YEAR FROM THE DATE IT WAS RECEIVED. AFTER THE BONUS YEAR, INTEREST WILL BE CREDITED AT THE CURRENT RATE DECLARED BY THE COMPANY'S BOARD OF DIRECTORS. AS A RESULT OF THE BONUS INTEREST RATE CREDITED, RATES CREDITING ON THIS CONTRACT IN SUBSEQUENT YEARS WILL BE LOWER THAN INTEREST RATES CREDITED ON NON-BONUS CONTRACTS.**

INDIVIDUAL FLEXIBLE PREMIUM  
DEFERRED FIXED ANNUITY WITH  
DEATH BENEFIT. INCOME OPTIONS  
AVAILABLE. NONPARTICIPATING.

**This Contract is signed by the Company**



**President and Chief Executive Officer**



**Secretary**

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## CONTRACT DATA PAGE

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Contract Number:	[1234567890]
Owner:	[John Doe]
Owner Issue Age:	[45]
Joint Owner:	[Jane Doe]
Joint Owner Issue Age:	[35]
Annuitant:	[John Doe]
Annuitant Issue Age:	[45]
Joint Annuitant:	[Jane Doe]
Joint Annuitant Issue Age:	[35]
Issue Date:	[January 1, 2011]
Issue State:	[MI]
Initial Premium Amount:	[\$10,000]
Guaranteed Minimum Interest Rate:	[1.00%]
Income Date:	[January 1, 2061]
Beneficiary(ies):	[Brian Doe]

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**CONTRACT DATA PAGE (CONT'D)**

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Initial Declared Interest Rate\*: [3.55%] for one year or the Extended Guarantee Period, if elected.

Initial Premium Bonus Interest Rate: [2.00%]

Extended Guarantee Period: [None]

\* The Initial Declared Interest Rate is the interest rate the Company will credit to the Contract for the first year or the Extended Guarantee Period, if applicable, and does not include the Initial Premium Bonus Interest Rate. The Initial Premium Bonus Interest Rate is added to the Initial Declared Interest Rate for the first year only.

If the Premium was the result of a transfer/exchange, the Initial Declared Interest Rate shown may reflect a crediting rate different from the then-current declared rate. The renewal rate will be based on the declared rate in effect as of the premium payment effective date.

**Withdrawal Charge.** The Company may assess a Withdrawal Charge against certain amounts withdrawn, according to the following schedule:

Completed Years Since Receipt of Premium	Withdrawal Charge Percentage
[0	7.00%
1	7.00%
2	6.00%
3	5.00%
4	4.00%
5	3.00%
6	2.00%
7+	0.00%]

For Owner's age [87] or older, upon a partial or full withdrawal, the Withdrawal Charge Percentage applied will be the lesser of the Withdrawal Charge Percentage indicated above or the Maximum Withdrawal Charge Percentage listed below. In either case, the Withdrawal Charge Percentage will decrease with each year until no longer applicable.

Contract Year following the Contract Anniversary on or after Owner Attains the Age of:	Maximum Withdrawal Charge Percentage
[87	6.50%
88	5.50%
89	4.50%
90	3.75%
91	2.75%
92	1.75%
93	0.75%
94+	0.00%]

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## CONTRACT DATA PAGE (CONT'D)

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The Company may offer a discount or reduce or eliminate the amount of the Withdrawal Charge when the Contract is sold to certain individuals or groups of individuals under circumstances that reduce our sales expense.

Premium, including interest credited on that Premium, which is no longer subject to Withdrawal Charges (and not previously withdrawn) may be withdrawn free of Withdrawal Charges at any time.

Please see the Withdrawal Charge provisions for a complete explanation of charges.

**Premium(s).** Premiums are flexible. This means that the Owner may change the amounts, frequency or timing of Premiums. The initial Premium must be at least [\$5,000] for Non-Qualified Plan Contracts and [\$2,000] for Qualified Plan Contracts. Subsequent Premiums must be at least [\$1,000] ([\$80 per month] if made in connection with an automatic payment plan). Total Premiums under a Contract may not exceed [\$1,000,000]. However, the Company may waive the minimums or maximums at any time. The Company reserves the right to refuse any Premium payment.

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If You have questions about this Contract including requests for information about coverage or complaint resolutions, You may contact our Service Center at the following address or telephone number.

Jackson Service Center  
[P.O. Box 24068  
Lansing, MI 48909-4068  
800/644-4565]

Express Mail:  
Jackson Service Center  
[1 Corporate Way  
Lansing, MI 48951]

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## DEFINITIONS

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**ACCUMULATED VALUE.** An amount equal to the Premium(s) and any subsequent amounts credited to the Contract, including interest credited, less any amounts withdrawn, less any taxes and Withdrawal Charges previously assessed.

**ANNUITANT.** The natural person on whose life the income benefit for this Contract is based. The Owner may change the Annuitant at any time prior to the Income Date, unless the Owner is not a natural person. Any reference to the Annuitant includes any Joint Annuitant.

**BENEFICIARY(IES).** The natural person(s) or entity(ies) designated to receive any Contract benefits upon the death of the Owner or Annuitant as applicable in the circumstances.

**CONTRACT.** The individual flexible premium deferred fixed annuity described herein.

**CONTRACT ANNIVERSARY.** Each one-year anniversary of the Issue Date.

**CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary.

**EXTENDED GUARANTEE PERIOD.** The period for which each Premium earns the declared rate of interest, if selected.

**GOOD ORDER.** The receipt by the Company of any and all information, documentation, instructions and/or Premium deemed necessary by the Company, in its sole discretion, to issue the Contract or execute any transaction pursuant to the terms of the Contract.

**INCOME DATE.** The date on which annuity payments are scheduled to begin under an income option.

**ISSUE DATE.** The date the Contract was issued by the Company, as shown on the Contract Data Page.

**JOINT OWNER.** If there is more than one Owner, each Owner shall be a Joint Owner of the Contract. Joint Owners have equal ownership rights and must each authorize any exercising of those ownership rights under this Contract.

**LATEST INCOME DATE.** The Contract Anniversary on or next following the Owner's 95th birthday under a Non-Qualified Plan Contract, or such earlier date required by the applicable qualified plan, law or regulation.

**NON-QUALIFIED PLAN.** A retirement plan which does not receive favorable tax treatment under Sections [401, 403, 408, 408A or 457] of the Internal Revenue Code, as amended.

**OWNER ("YOU," "YOUR").** The natural person(s) or entity(ies) so designated on the Contract Data Page, or by subsequent designation. Usually, but not always, the Owner is also the Annuitant. If Joint Owners are designated, all references to Owner shall mean Joint Owners.

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## DEFINITIONS (CONT'D)

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**PREMIUM(S).** Considerations paid into this Contract by or on behalf of the Owner.

**QUALIFIED PLAN.** A retirement plan that qualifies for favorable tax treatment under Sections [401, 403, 408, 408A or 457] of the Internal Revenue Code, as amended.

**SERVICE CENTER.** The Company's address and telephone number as specified on the Contract Data Page or as may be designated by the Company from time to time.

**WITHDRAWAL CHARGE.** The charge assessed against certain withdrawals from the Accumulated Value.

**WITHDRAWAL VALUE.** The Accumulated Value, less any tax payable, minus any applicable Withdrawal Charges and charges due under any optional endorsement to the Contract.

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## GENERAL PROVISIONS

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**ANNUITANT.** The Owner may change the Annuitant at any time prior to the Income Date, unless the Owner is not a natural person. If the Owner is not a natural person, the age of the Annuitant will be used in lieu of the Owner's age for all purposes under this Contract, unless otherwise specified in the Contract. Also, if the Owner is not a natural person the Waiver of Withdrawal Charge due to Terminal Illness will apply to the Annuitant.

**ASSIGNMENT.** The Owner may assign this Contract before the Income Date, but the Company will not be bound by an assignment unless it is in writing and has been accepted and recorded at the Company's Service Center. The Company reserves the right to refuse assignments or transfers at any time on a nondiscriminatory basis. An assignment will take effect when recorded by the Company. The Company is not responsible for any payment made before an assignment is recorded. The Owner may exercise these rights subject to the interest of any assignee or irrevocable Beneficiary. **THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE VALIDITY OR TAX CONSEQUENCES OF ANY ASSIGNMENT. IF YOU MAKE AN ASSIGNMENT, YOU MAY HAVE TO PAY INCOME TAX. YOU ARE ENCOURAGED TO SEEK COMPETENT LEGAL AND/OR TAX ADVICE.**

**BENEFICIARY.** The individual(s) or entity(ies) designated by the Owner to receive any amount payable under this Contract on the Owner's death or upon the death of the Annuitant on or after the Income Date pursuant to the terms of this Contract. (See Income Provision section for details.) The original Beneficiary(ies) will be shown on the Contract Data Page. If two or more Beneficiaries are named, those Beneficiaries surviving the applicable death shall share any benefit that would have been due to a Beneficiary that predeceased the applicable death in proportion equal to the proportion identified in the Beneficiary designation unless otherwise stated on the Beneficiary designation. If no Beneficiaries survive the applicable death, the death benefit shall be paid to the Owner's estate if the Owner is a natural person, otherwise to the Owner.

Upon the death of a Joint Owner, the surviving Joint Owner shall be treated as the primary Beneficiary and all other Beneficiaries shall become contingent Beneficiaries.

The Owner may request a change of a Beneficiary designation by submitting a written request to the Company's Service Center. No Beneficiary change will take effect unless received by the Company before the applicable death and unless and until recorded by the Company.

**CONFORMITY WITH LAWS.** This Contract will be interpreted under the laws of the state in which it is issued and any applicable federal laws. Any provision that is in conflict with the laws of such state or any federal law is amended to conform to the minimum requirements of such law.

**CONTESTABILITY.** The Company will not contest this Contract from its Issue Date, as shown on the Contract Data Page.

**DEFERMENT OF PAYMENTS.** The Company may defer payment of any withdrawal amount for a period not exceeding six (6) months. Deferral for the six (6) month period will be made only if the Company makes a written request and receives written approval from the regulatory official of the Issue State. Subject to state requirements, interest will be credited during such deferred period.

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## GENERAL PROVISIONS (CONT'D)

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**ENTIRE CONTRACT.** The Contract, and any attached Company forms, endorsements and amendments together make up the entire Contract.

**INCORRECT AGE OR SEX.** If the age or sex of the Owner or Annuitant is incorrect, the payments will be those that the Premiums paid would have purchased at the correct age and sex. Any underpayments will be adjusted immediately by the Company. Overpayments will be deducted from future payments.

**INTEREST OF OWNER.** The Owner's interest in the Contract before the Income Date will be nonforfeitable.

**MODIFICATION OF CONTRACT.** Any change or waiver of the provisions of this Contract must be in writing and signed by the President, a Vice President, the Secretary or Assistant Secretary of the Company. No financial representative or producer has authority to change or waive any provision of this Contract. The Company may amend or waive any portion of this Contract without notice or consent if state or federal law permits or so requires.

**NONPARTICIPATING.** This Contract does not share in the Company's surplus or earnings.

**NOTICE.** Information or instructions given to the Company by You must be in a form satisfactory to the Company, referred to as Good Order. Such notice takes effect when the Company accepts it and it is recorded at the Service Center.

Any notice the Company sends to the Owner will be sent to the Owner's last known address unless the Owner requests otherwise in writing. Any request or notice must be sent to the Service Center, unless the Company advises You otherwise. You are responsible for promptly notifying the Company of any address change.

**PROOF OF AGE, SEX OR SURVIVAL.** The Company may require satisfactory proof of correct age or sex at any time. If any payment under this Contract is contingent on the Annuitant, Owner, or Beneficiary being alive, the Company may require satisfactory proof of survival.

**PROTECTION OF PROCEEDS.** Proceeds under this Contract are not assignable by any Beneficiary prior to the time such proceeds become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

**REPORTS.** The Company will send You a report at least once a year. The Company will also send You reports as required by law. They shall be addressed to the last address of the Owner known to the Company.

**TAXES.** The Company may deduct from the Accumulated Value any premium tax or other tax payable to the state or other government entity because of this Contract. Should the Company advance any amount so due, the Company is not waiving any right to collect such amounts at a later date. The Company will deduct any withholding taxes required by applicable law as a result of any withdrawals or amounts payable from this Contract.

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## ACCUMULATED VALUE PROVISIONS

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The Accumulated Value is equal to Premium(s) and any subsequent amounts credited to the Contract, including interest credited, less any amounts withdrawn, and less any taxes and Withdrawal Charges previously assessed.

**INTEREST TO BE CREDITED.** The Company will credit interest to this Contract. Such interest will be credited at such rate or rates as the Company prospectively declares from time to time, at the sole discretion of the Company. This discretion includes the right to declare higher interest rates on certain Premium payments. The rate initially declared for each Premium, excluding any bonus interest rate, will remain in effect for a period not less than one year or the Extended Guarantee Period, if elected, so long as such deposited amount remains in the Contract. The rate credited on Premium for the first year of an Extended Guarantee Period will be lower than that credited on Premium applied at the same time to Contracts without the Extended Guarantee Period. After the expiration of the initial period, any rate or rates subsequently declared by the Company will remain in effect for a period of not less than 12 months, so long as such deposited amount remains in the Contract, and will continue at such rate unless changed by the Company. The Company guarantees that it will credit interest at not less than the Guaranteed Minimum Interest Rate as shown on the Contract Data Page.

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## WITHDRAWAL PROVISIONS

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At or before the Income Date, the Owner may withdraw all or part of the amounts under this Contract by informing the Company at the Service Center. For full withdrawal, this Contract, or a completed Lost Contract Affidavit, must be returned to the Service Center.

**TOTAL WITHDRAWAL.** The Company will pay the Owner a full refund of the Premium paid less any previous partial withdrawals, not including any Withdrawal Charge on such withdrawals, or the Withdrawal Value, whichever is greater, provided:

1. the Owner submits a written request for full Withdrawal to our Service Center; and
2. the Contract or a Lost Contract Affidavit completed by the Owner is submitted to our Service Center.

**PARTIAL WITHDRAWAL.** The Owner may make a partial withdrawal at any time provided:

1. the Owner submits a written request to our Service Center;
2. the withdrawal is at least [\$50]; and
3. the withdrawal does not reduce the remaining Accumulated Value to less than [\$1,000].

A partial withdrawal request that would reduce the Accumulated Value below [\$1,000] will be treated by the Company as a total withdrawal.

**WITHDRAWAL CHARGE.** Withdrawal Charges may be imposed upon certain withdrawals. Each Premium payment, including interest credited on that Premium, will be subject to Withdrawal Charges and will be calculated in accordance with the Withdrawal Charge schedule on the Contract Data Page. Any request for a partial withdrawal will be processed and calculated in the same manner as a total withdrawal.

For the purposes of determining a Withdrawal Charge, the amount of the withdrawal is taken from the Accumulated Value on a first-in, first-out basis so that all withdrawals are allocated to the Premium, including interest credited on that Premium, in which the lowest (if any), Withdrawal Charge percentage applies. The Withdrawal Charge is then deducted from the corresponding Premium, including interest credited on that Premium, so that the actual reduction in Accumulated Value as a result of the withdrawal will be greater than the amount paid.

The Company will waive the Withdrawal Charge on any withdrawal necessary to satisfy the required minimum distribution of the Internal Revenue Code.

**FREE WITHDRAWALS.** Every Contract Year, You may withdraw up to a total of [15%] of the Accumulated Value as determined at the date of each request, free of Withdrawal Charges. If the sum of withdrawals in a given Contract Year exceed [15%] of the Accumulated Value, the total amount withdrawn that Contract Year will be subject to Withdrawal Charges.

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## DEATH BENEFIT PROVISIONS

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**DEATH OF OWNER BEFORE THE INCOME DATE.** Upon the Owner's death, or the death of any Joint Owner, before the Income Date, the death benefit will be paid to the Beneficiary(ies) designated by the Owner. Upon the death of a Joint Owner, the surviving Joint Owner, if any, will be the primary Beneficiary. Any other Beneficiary designation on record at the Service Center at the time of death will be treated as a contingent Beneficiary.

**DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE.** The death benefit amount before the Income Date shall be the Accumulated Value on the date when due proof of the Owner's death, satisfactory to the Company, and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

**DEATH BENEFIT OPTIONS BEFORE INCOME DATE.** In the event of the Owner's death, or the death of a Joint Owner, before the Income Date, a Beneficiary must request that the death benefit be paid under one of the death benefit options below, or other option(s) if any then available, unless the Owner did so previously. The following are the available death benefit options:

1. Option 1 - single lump-sum payment of the death benefit; or
2. Option 2 - payment of the entire death benefit within five years of the date of the death of the Owner or any Joint Owner; or
3. Option 3 - payment of the death benefit under an income option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary, with distribution beginning within one year of the date of the death of the Owner or any Joint Owner.

Any portion of the death benefit not applied under Option 3 within one year of the date of an Owner's death must be distributed within five years of the date of the Owner's death.

Payment to the Beneficiary, other than in a single lump-sum, may only be elected during the 60-day period beginning with the date of receipt of proof of death in Good Order by the Service Center.

**Spousal Continuation Option.** If the Joint Owner, if any, or the Beneficiary is the spouse of the Owner, he or she may elect to continue the Contract in his or her own name, at the then Accumulated Value, and exercise all of the Owner's rights under the Contract in lieu of taking one of the death benefit options available before the Income Date.

**Pre-selected Death Benefit Option Election.** Prior to the Income Date, the Owner may designate the death benefit option under which the death benefit will be paid. This designation of the death benefit option must be given in a form acceptable to the Company, and will take effect only after being recorded by the Company.

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## DEATH BENEFIT PROVISIONS (CONT'D)

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The Owner may elect any death benefit option described in this Contract, or other death benefit option, as agreed upon by the Company at the time of election. Once elected, the designation can only be revoked or changed by the Owner in a form acceptable to the Company. Upon the death of the Owner, the Beneficiary may not revoke or modify the death benefit option elected, subject to the requirements of the Internal Revenue Code. However, at the time of the Owner's death, the Company reserves the right to change or modify the death benefit option if the death benefit option previously elected exceeds the life expectancy of the Beneficiary. If a Pre-selected Death Benefit Option Election is not made by the Owner prior to the Owner's death, the Beneficiary may request that the death benefit be paid under any of the death benefit options described in this Contract, or other death benefit option, as agreed upon by the Company at the time of request.

If this Pre-selected Death Benefit Option Election is in force at the time of the Owner's death, the payment of the death benefit may not be postponed, nor can the Contract be continued under any provisions of this Contract. These restrictions apply even if the Beneficiary is the spouse of the Owner, unless such restriction is prohibited by law.

**DEATH OF OWNER AFTER THE INCOME DATE.** If the Owner or any Joint Owner, who is not an Annuitant, dies after the Income Date, any remaining payments under the income option elected will continue at least as rapidly as under the method of distribution in effect at the Owner's death. Upon the Owner's death after the Income Date, the Beneficiary becomes the Owner.

**DEATH OF ANNUITANT BEFORE INCOME DATE.** Upon the death of an Annuitant, who is not an Owner, before the Income Date, the Contract remains in force and the Owner will become the Annuitant. The Owner may designate a new Annuitant, subject to the Company's administrative rules then in effect. However, if the Owner is not a natural person, the death of the primary Annuitant will be treated as the death of the Owner and a new Annuitant may not be designated.

**DEATH OF ANNUITANT AFTER INCOME DATE.** Upon the death of the Annuitant after the Income Date, the death benefit, if any, will be as specified in the income option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

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## ADDITIONAL BENEFIT PROVISIONS

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**WAIVER OF THE WITHDRAWAL CHARGE DUE TO TERMINAL ILLNESS.** If the Owner incurs a Terminal Illness while the Contract's Withdrawal Charge would normally apply, the Company will waive the Withdrawal Charge on the amount the Owner requests withdrawn from the Contract under this provision.

You can withdraw an amount without a Withdrawal Charge pursuant to this benefit only once, regardless of the subsequent occurrence of the same condition or the occurrence of a different condition. You are not eligible for this waiver if You have a Terminal Illness on the Issue Date of the Contract.

The amount withdrawn pursuant to this provision shall be as requested by the Owner up to 100% of the Contract's Accumulated Value. The amount withdrawn is subject to an aggregate amount on all contracts with the Company of [\$250,000], and will be taken from the Accumulated Value as stated in the Withdrawal Provisions of this Contract.

**For the purpose of this Terminal Illness benefit, the following definitions apply:**

- **Physician** - means an individual who is licensed to practice medicine and treat illness or injury in the state where treatment is received and who is acting within the scope of his or her license. The term Physician only refers to a Physician licensed and currently practicing in the United States of America. Physician does not include:
  - a) an Annuitant or Joint Annuitant;
  - b) an Owner or Joint Owner;
  - c) Beneficiary(ies); or
  - d) a person who is part of the Beneficiary's, Annuitant's or Joint Annuitant's, Owner's or Joint Owner's Immediate Family.
- **Immediate Family** - means the individual's spouse, child, brother, sister, parent or grandparent.
- **Physician's Statement** - means a written statement, acceptable to the Company, signed by a Physician which:
  - a) gives the Physician's diagnosis of the Owner's noncorrectable medical condition; and
  - b) states with reasonable medical certainty, that the noncorrectable medical condition will result in the death of the Owner within twelve (12) months or less from the date of the Physician's statement.

This statement will take into consideration the ordinary and reasonable medical care, advice and treatment available in the same or similar communities.

- **Terminal Illness** - is a noncorrectable medical condition, which will result in the death of the Owner within (12) twelve months or less from the date of the Physician's statement.

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## **ADDITIONAL BENEFIT PROVISIONS (CONT'D)**

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**CLAIM REQUIREMENTS.** Written proof of the Owner's Terminal Illness must be received in Good Order at the Service Center before a Terminal Illness benefit payment will be considered. Written proof includes a properly completed Company claim form, Your signed medical records release, and a Physician's statement of condition satisfactory to the Company. The Company reserves the right to request additional medical information from any Physician or institution which may have provided treatment for the Terminal Illness. The Company may require, at its expense, an additional examination by a Physician of its choice. If there is a discrepancy between medical opinions, the opinion of the Company's Physician will govern, unless state law requires otherwise.

Written notice and proof of claim must be submitted to the Service Center any time after the date the Owner develops a Terminal Illness. Contact the Service Center for details on how to apply for benefits under this Provision.

**A PAYMENT UNDER THIS PROVISION MAY BE TAXABLE. AS WITH ALL TAX MATTERS, YOU ARE ENCOURAGED TO SEEK LEGAL AND/OR TAX ADVICE.**

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## INCOME PROVISIONS

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**INCOME DATE.** If no Income Date is selected, the Income Date will be the Latest Income Date. At any time at least seven days prior to the Income Date then indicated on the Company's records, the Owner may change the Income Date to any date later than the Income Date currently on record by written notice to the Service Center, subject to the Latest Income Date.

**INCOME OPTIONS.** The Owner, or any Beneficiary who is so entitled, may elect to receive a single lump-sum. However, a single lump-sum distribution may be deemed to be a withdrawal. Alternatively, an income option may be elected. The Owner may, upon prior written notice to the Company at its Service Center, elect an income option at any time prior to the Income Date or change an income option up to seven days before the Income Date. Unless otherwise designated, the Owner will be the payee.

If no other income option is elected, monthly annuity payments will be made in accordance with Option 3 below, a life annuity with [120]-month period certain. Payments will be made in monthly, quarterly, semi-annual or annual installments as selected by the Owner. However, if the amount available to apply under an income option is less than [\$5,000], and state law permits, the Company has the right to make payments in one single lump-sum. In addition, if the first payment provided would be less than [\$50], and state law permits, the Company may require the frequency of payments be at quarterly, semi-annual or annual intervals so as to result in an initial payment of at least [\$50].

**NO WITHDRAWALS OF THE ACCUMULATED VALUE ARE PERMITTED DURING THE ANNUITY PERIOD FOR ANY INCOME OPTION UNDER WHICH PAYMENTS ARE BEING MADE PURSUANT TO LIFE CONTINGENCIES.**

Upon written election filed with the Company at its Service Center, the Accumulated Value will be applied to provide one of the following income options. Withdrawal Charges will apply if the annuity payments begin within [one year] of the Issue Date, regardless of the Income Option elected. After the [first] Contract Year, no Withdrawal Charge will apply, provided the income option elected is a life contingent option or results in payments spread over at least ten years. [Also, if payment under an income option begins at least four years from the Issue Date, and provided the income option elected is a life contingent option or results in payments spread over at least ten years, the amount of your Accumulated Value applied to the income option will be increased by [1%.]

**OPTION 1 - LIFE INCOME.** An annuity payable monthly during the lifetime of the Annuitant. Under this income option, no further annuity payments are payable after the death of the Annuitant, and there is no provision for a death benefit payable to the Owner. Therefore, it is possible under Option 1 for an Owner to receive only one monthly annuity payment under this income option if the Annuitant has an early death.

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## INCOME PROVISIONS (CONT'D)

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**OPTION 2 - JOINT AND SURVIVOR.** An annuity payable monthly while both the Annuitant and a designated second person are living. Upon the death of either person, the monthly annuity payments will continue during the lifetime of the survivor at either the full amount previously payable, or as a percentage (either one-half or two-thirds) of the full amount, as chosen at the time of election of the income option. Annuity payments terminate automatically and immediately upon the death of the surviving person without regard to the number or total amount of payments received. There is no minimum number of guaranteed payments, and it is possible to have only one monthly annuity payment if both the Annuitant and the designated second person die before the due date of the second payment.

**OPTION 3 - LIFE ANNUITY WITH [120] OR [240] MONTHLY PERIODS GUARANTEED.** An annuity payable monthly during the lifetime of the Annuitant with the guarantee that if, at the death of the Annuitant, payments have been made for fewer than the guaranteed [120] or [240] monthly periods, as elected, the balance of the guaranteed number of payments will continue to be made to the Owner as scheduled. In the event the Owner dies before the specified number of guaranteed payments has been made, the Beneficiary(ies) may elect to continue receiving scheduled payments according to the terms of this Contract or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation.

**OPTION 4 - INCOME FOR A SPECIFIED PERIOD.** Under this income option, the Owner can elect an annuity payable monthly for any number of years from [5] to [30]. This election must be made for full twelve-month periods. In the event the Owner dies before the specified number of payments have been paid, the Beneficiary(ies) may elect to continue receiving scheduled payments or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation.

**ADDITIONAL OPTIONS.** The Company may make other income options available including income options for longer periods.

**EXCESS INTEREST.** Excess interest as declared by the Company may be used to increase payments or the period of time payments are made.

**FREQUENCY OF PAYMENTS.** The payments shown in the table are monthly payments. Payments may also be made one, two or four times a year. In order to calculate the amount payable, the following table will be used.

Number of Payments Per Year	Method of Calculation
One	Monthly Payment Multiplied by [11.919]
Two	Monthly Payment Multiplied by [5.981]
Four	Monthly Payment Multiplied by [2.996]

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## **TERMINATION PROVISION**

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This Contract will terminate and all benefits under this Contract will cease on the earlier of:

1. the date of a total withdrawal; or
2. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at our Service Center in Good Order.

## TABLE OF INCOME OPTIONS

The following table is for a Contract whose net proceeds are \$1,000.

### TABLE OF GUARANTEED ANNUITY FACTORS

UNDER OPTION 4		MONTHLY INSTALLMENT UNDER OPTIONS 1 OR 3															
No. of Monthly Installments	Monthly Installments	Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain		
			Life	120	240		Male	Life	120		240	Female	Life		120	240	Female
60	16.79	40	2.62	2.61	2.59	70	5.68	5.31	4.32	40	2.46	2.46	2.44	70	5.06	4.87	4.21
72	14.09	41	2.66	2.65	2.63	71	5.91	5.47	4.37	41	2.50	2.49	2.48	71	5.26	5.03	4.27
84	12.17	42	2.71	2.70	2.67	72	6.15	5.64	4.41	42	2.53	2.53	2.52	72	5.48	5.20	4.33
96	10.72	43	2.75	2.75	2.71	73	6.41	5.81	4.45	43	2.58	2.57	2.56	73	5.71	5.38	4.38
108	9.60	44	2.80	2.79	2.76	74	6.69	5.98	4.49	44	2.62	2.61	2.60	74	5.96	5.57	4.43
120	8.71	45	2.86	2.85	2.80	75	6.99	6.16	4.52	45	2.66	2.66	2.64	75	6.24	5.76	4.47
132	7.97	46	2.91	2.90	2.85	76	7.30	6.34	4.55	46	2.71	2.70	2.68	76	6.53	5.95	4.51
144	7.36	47	2.97	2.95	2.90	77	7.65	6.51	4.57	47	2.76	2.75	2.72	77	6.85	6.15	4.54
156	6.84	48	3.03	3.01	2.95	78	8.01	6.69	4.59	48	2.81	2.80	2.77	78	7.20	6.35	4.57
168	6.40	49	3.09	3.07	3.00	79	8.40	6.86	4.61	49	2.86	2.85	2.82	79	7.57	6.55	4.59
180	6.02	50	3.16	3.14	3.06	80	8.82	7.03	4.63	50	2.92	2.91	2.87	80	7.98	6.75	4.61
192	5.68	51	3.23	3.20	3.11	81	9.27	7.20	4.64	51	2.98	2.97	2.92	81	8.42	6.95	4.63
204	5.39	52	3.30	3.27	3.17	82	9.75	7.36	4.65	52	3.04	3.03	2.98	82	8.90	7.14	4.64
216	5.12	53	3.37	3.34	3.23	83	10.26	7.51	4.66	53	3.11	3.09	3.03	83	9.42	7.32	4.65
228	4.89	54	3.45	3.42	3.29	84	10.81	7.65	4.66	54	3.17	3.16	3.09	84	9.98	7.49	4.66
240	4.68	55	3.54	3.50	3.36	85	11.39	7.78	4.67	55	3.25	3.23	3.15	85	10.58	7.65	4.66
252	4.49	56	3.63	3.58	3.42	86	12.02	7.91	4.67	56	3.32	3.30	3.21	86	11.24	7.79	4.67
264	4.31	57	3.72	3.67	3.49	87	12.68	8.02	4.67	57	3.40	3.38	3.28	87	11.94	7.93	4.67
276	4.15	58	3.82	3.77	3.55	88	13.39	8.12	4.67	58	3.49	3.46	3.34	88	12.69	8.05	4.67
288	4.01	59	3.93	3.86	3.62	89	14.14	8.22	4.68	59	3.58	3.55	3.41	89	13.48	8.15	4.67
300	3.87	60	4.04	3.97	3.69	90	14.94	8.30	4.68	60	3.68	3.64	3.48	90	14.32	8.25	4.68
312	3.75	61	4.16	4.08	3.76	91	15.78	8.38	4.68	61	3.78	3.73	3.56	91	15.20	8.33	4.68
324	3.64	62	4.29	4.19	3.82	92	16.68	8.44	4.68	62	3.89	3.83	3.63	92	16.12	8.40	4.68
336	3.53	63	4.43	4.31	3.89	93	17.64	8.50	4.68	63	4.00	3.94	3.70	93	17.07	8.46	4.68
348	3.43	64	4.57	4.43	3.96	94	18.66	8.55	4.68	64	4.12	4.05	3.78	94	18.07	8.52	4.68
360	3.34	65	4.73	4.57	4.03	95	19.76	8.59	4.68	65	4.25	4.17	3.85	95	19.11	8.57	4.68
		66	4.89	4.70	4.09	96	20.94	8.62	4.68	66	4.39	4.30	3.93	96	20.22	8.60	4.68
		67	5.07	4.85	4.15	97	22.24	8.65	4.68	67	4.54	4.43	4.00	97	21.41	8.64	4.68
		68	5.26	4.99	4.21	98	23.69	8.67	4.68	68	4.70	4.57	4.07	98	22.73	8.66	4.68
		69	5.46	5.15	4.27	99	25.32	8.69	4.68	69	4.88	4.72	4.14	99	24.21	8.68	4.68

**Note:** Due to the length of the information, factors for Option 2 are available from the Service Center upon Your request.

**BASIS OF COMPUTATION.** The actuarial basis for the Table of Income Options is [the Annuity 2000 Mortality Table, with interest at 1.5%, and a 3% expense load]. The interest rate used in the present value calculation referred to in Options 3 and 4 will be determined by the Company, but in no instance will it be greater than 1% higher than the rate used to calculate the initial payment. The differential in the interest rates is equivalent to a fee for the recalculation and commutation of the payments. The Table of Income Options does not include any applicable premium tax.

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## GENERAL PROVISIONS (CONT'D)

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**ENTIRE CONTRACT.** The Contract, and any attached Company forms, endorsements and amendments together make up the entire Contract.

**INCORRECT AGE.** If the age of the Owner or Annuitant is incorrect, the payments will be those that the Premiums paid would have purchased at the correct age. Any underpayments will be adjusted immediately by the Company. Overpayments will be deducted from future payments.

**INTEREST OF OWNER.** The Owner's interest in the Contract before the Income Date will be nonforfeitable.

**MODIFICATION OF CONTRACT.** Any change or waiver of the provisions of this Contract must be in writing and signed by the President, a Vice President, the Secretary or Assistant Secretary of the Company. No financial representative or producer has authority to change or waive any provision of this Contract. The Company may amend or waive any portion of this Contract without notice or consent if state or federal law permits or so requires.

**NONPARTICIPATING.** This Contract does not share in the Company's surplus or earnings.

**NOTICE.** Information or instructions given to the Company by You must be in a form satisfactory to the Company, referred to as Good Order. Such notice takes effect when the Company accepts it and it is recorded at the Service Center.

Any notice the Company sends to the Owner will be sent to the Owner's last known address unless the Owner requests otherwise in writing. Any request or notice must be sent to the Service Center, unless the Company advises You otherwise. You are responsible for promptly notifying the Company of any address change.

**PROOF OF AGE OR SURVIVAL.** The Company may require satisfactory proof of correct age at any time. If any payment under this Contract is contingent on the Annuitant, Owner, or Beneficiary being alive, the Company may require satisfactory proof of survival.

**PROTECTION OF PROCEEDS.** Proceeds under this Contract are not assignable by any Beneficiary prior to the time such proceeds become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

**REPORTS.** The Company will send You a report at least once a year. The Company will also send You reports as required by law. They shall be addressed to the last address of the Owner known to the Company.

**TAXES.** The Company may deduct from the Accumulated Value any premium tax or other tax payable to the state or other government entity because of this Contract. Should the Company advance any amount so due, the Company is not waiving any right to collect such amounts at a later date. The Company will deduct any withholding taxes required by applicable law as a result of any withdrawals or amounts payable from this Contract.

## TABLE OF INCOME OPTIONS

The following table is for a Contract whose net proceeds are \$1,000.

### TABLE OF GUARANTEED ANNUITY FACTORS

UNDER OPTION 4		MONTHLY INSTALLMENT UNDER OPTIONS 1 OR 3							
No. of Monthly Installments	Monthly Installments	Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain		
			Unisex	Life	120		240	Unisex	Life
60	16.79	40	2.52	2.52	2.50	70	5.30	5.05	4.25
72	14.09	41	2.56	2.56	2.54	71	5.52	5.21	4.31
84	12.17	42	2.60	2.60	2.58	72	5.74	5.38	4.36
96	10.72	43	2.65	2.64	2.62	73	5.99	5.56	4.41
108	9.60	44	2.69	2.69	2.66	74	6.25	5.74	4.45
120	8.71	45	2.74	2.73	2.70	75	6.53	5.92	4.49
132	7.97	46	2.79	2.78	2.75	76	6.83	6.11	4.53
144	7.36	47	2.84	2.83	2.80	77	7.16	6.30	4.55
156	6.84	48	2.90	2.89	2.84	78	7.52	6.49	4.58
168	6.40	49	2.96	2.94	2.90	79	7.90	6.68	4.60
180	6.02	50	3.02	3.00	2.95	80	8.31	6.87	4.62
192	5.68	51	3.08	3.06	3.00	81	8.75	7.05	4.63
204	5.39	52	3.14	3.13	3.06	82	9.23	7.23	4.64
216	5.12	53	3.21	3.19	3.11	83	9.75	7.40	4.65
228	4.89	54	3.29	3.26	3.17	84	10.30	7.56	4.66
240	4.68	55	3.36	3.34	3.24	85	10.90	7.70	4.67
252	4.49	56	3.45	3.42	3.30	86	11.55	7.84	4.67
264	4.31	57	3.53	3.50	3.36	87	12.23	7.97	4.67
276	4.15	58	3.62	3.58	3.43	88	12.97	8.08	4.67
288	4.01	59	3.72	3.67	3.50	89	13.74	8.18	4.67
300	3.87	60	3.82	3.77	3.57	90	14.57	8.27	4.68
312	3.75	61	3.93	3.87	3.64	91	15.43	8.35	4.68
324	3.64	62	4.05	3.98	3.71	92	16.34	8.42	4.68
336	3.53	63	4.17	4.09	3.78	93	17.30	8.48	4.68
348	3.43	64	4.30	4.21	3.85	94	18.31	8.53	4.68
360	3.34	65	4.44	4.33	3.93	95	19.37	8.58	4.68
		66	4.59	4.46	4.00	96	20.51	8.61	4.68
		67	4.75	4.60	4.06	97	21.74	8.64	4.68
		68	4.92	4.74	4.13	98	23.11	8.66	4.68
		69	5.11	4.89	4.19	99	24.65	8.68	4.68

**Note:** Due to the length of the information, factors for Option 2 are available from the Service Center upon Your request.

**BASIS OF COMPUTATION.** The actuarial basis for the Table of Income Options is [the Annuity 2000 Mortality Table, with interest at 1.5%, and a 3% expense load]. The interest rate used in the present value calculation referred to in Options 3 and 4 will be determined by the Company, but in no instance will it be greater than 1% higher than the rate used to calculate the initial payment. The differential in the interest rates is equivalent to a fee for the recalculation and commutation of the payments. The Table of Income Options does not include any applicable premium tax.

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**CONTRACT DATA PAGE (CONT'D)**

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Initial Declared Interest Rate\*: [3.55%] for one year or the Extended Guarantee Period, if elected.

Initial Premium Bonus Interest Rate: [2.00%]

Extended Guarantee Period: [None]

\* The Initial Declared Interest Rate is the interest rate the Company will credit to the Contract for the first year or the Extended Guarantee Period, if applicable, and does not include the Initial Premium Bonus Interest Rate. The Initial Premium Bonus Interest Rate is added to the Initial Declared Interest Rate for the first year only.

If the Premium was the result of a transfer/exchange, the Initial Declared Interest Rate shown may reflect a crediting rate different from the then-current declared rate. The renewal rate will be based on the declared rate in effect as of the premium payment effective date.

**Withdrawal Charge.** The Company may assess a Withdrawal Charge against certain amounts withdrawn, according to the following schedule:

Completed Years Since Receipt of Premium	Withdrawal Charge Percentage
[0	6.00%
1	5.00%
2	4.00%
3	3.00%
4	2.00%
5	1.00%
6+	0.00%]

For Owner's age [88] or older, upon a partial or full withdrawal, the Withdrawal Charge Percentage applied will be the lesser of the Withdrawal Charge Percentage indicated above or the Maximum Withdrawal Charge Percentage listed below. In either case, the Withdrawal Charge Percentage will decrease with each year until no longer applicable.

Contract Year following the Contract Anniversary on or after Owner Attains the Age of:	Maximum Withdrawal Charge Percentage
[88	5.50%
89	4.50%
90	3.75%
91	2.75%
92	1.75%
93	0.75%
94+	0.00%]

SERFF Tracking Number: JACK-126877183 State: Arkansas  
 Filing Company: Jackson National Life Insurance Company State Tracking Number: 47283  
 Company Tracking Number: A720B ET AL  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
 Variable  
 Product Name: Individual Flexible Premium Deferred Fixed Annuity  
 Project Name/Number: Individual Flexible Premium Deferred Fixed Annuity/A720B ET AL

## Supporting Document Schedules

**Item Status:** **Status Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachment:**

AR - Flesch Certification .pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** AR - Certification Notice

**Comments:**

**Attachment:**

AR - Certification Notice.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Statement of Variability

**Comments:**

**Attachments:**

A720B Statement of Variability - Base.pdf

A740 Statement of Variability - Base.pdf

A740BP Statement of Variability - Base.pdf

CERTIFICATION

This is to certify that A720B has achieved a Flesch Reading Ease Score of 50.1 and complies with the requirements of Arkansas State Ann. §66-3251 through §66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

This is to certify that A740 has achieved a Flesch Reading Ease Score of 50.1 and complies with the requirements of Arkansas State Ann. §66-3251 through §66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

This is to certify that A740BP has achieved a Flesch Reading Ease Score of 50.1 and complies with the requirements of Arkansas State Ann. §66-3251 through §66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Jackson National Life Insurance Company



By: \_\_\_\_\_  
Julie Hughes  
Assistant Vice-President  
Product Drafting and State Filing Department

Date: November 8, 2010

Arkansas

CONSENT TO SUBMIT RATES  
AND/OR COST BASIS FOR APPROVAL

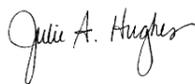
The Jackson National Life Insurance Company of Lansing, Michigan does hereby consent and agree:

A) that all premium rates and/or cost basis both “maximum” and “current or projected,” used in relation to form numbers A720B, A740, and A740BP 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 basis 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 basis 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.

Jackson National Life Insurance Company

By :   
\_\_\_\_\_  
Julie Hughes  
Assistant Vice-President  
Product Drafting and State Filing Department

Date: November 8, 2010

**JACKSON NATIONAL LIFE INSURANCE COMPANY  
STATEMENT OF VARIABILITY  
A720B**

Revised: 11/08/2010

Page	Bracketed (Variable)	Range of Variables												
Face	1 Corporate Way Lansing, Michigan 48951 <a href="http://www.jackson.com">www.jackson.com</a>	This is the current address and website of Jackson National Life Insurance Company, and it is appropriate to bracket the information as variable. In the future, if changed, it will reflect a different valid street address within the confines of the United States, as well as a valid Company website.												
Cover	Free Look 20 days	The standard right to examine period is 20 days. If Your state requires a longer period, or an additional number of days for replacement business or a number of days for replacements it will be reflected appropriately on the face page. If we choose to extend the number of days in the future, we will replace the 20 days (or the days noted for replacements) with a new number of days, which will never exceed 60 days.												
Cover	Signature of the Company's President and Secretary	As the identity of these individuals could change over time, it is appropriate to bracket them as variable. The identities of these company officers have no material effect on the risk assumed by Jackson National Life Insurance Company or the contract owner under the contract.												
2	Table of Contents Page Numbers	Information bracketed on this page as variable are the page numbers of the contract. As these may change in the future based on any approved additions or deletions to the contract, they have been considered variable. It is Jackson National Life Insurance Company's position that these page numbers do not materially affect the risk assumed by either it or the contract owner under the contract.												
3a	Guaranteed Minimum Interest Rate: [1.00%]	Will never be less than that required to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities.												
3b	Initial Declared Interest Rate: [3.55%]	This rate is set by the Company and is periodically adjusted higher or lower.  This rate will never be less than the Guaranteed Minimum Interest Rate.												
3b	Initial Premium Bonus Interest Rate: [2.00%]	The Bonus Interest Rate will not be less than .05% or more than 8.00%.												
3b	Extended Guarantee Period: [None]	Extended Guarantee Period may or may not apply to the contract. If an Extended Guarantee Period does apply, the period will not be less than 1 year or more than 10 years.												
3b	Withdrawal Charge:  <b>Action, Action One, Action Two:</b>	Not to exceed 10.0% and never more than that required to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities.												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Completed Years Since Receipt of Premium</th> <th style="text-align: center;">Withdrawal Charge Percentage</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">[0]</td> <td style="text-align: center;">8.25%</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">7.25%</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">6.50%</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">5.50%</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">4.50%</td> </tr> </tbody> </table>	Completed Years Since Receipt of Premium	Withdrawal Charge Percentage	[0]	8.25%	1	7.25%	2	6.50%	3	5.50%	4	4.50%	
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3c	Initial Premium (minimum nonqualified): [\$5,000]	<p>Not less than \$2,000 or more than \$1,000,000.</p> <p>The initial premium required at application on non-qualified contracts has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>																										
3c	Initial Premium (minimum qualified): [\$2,000]	<p>Not less than \$1,000 or more than \$1,000,000.</p> <p>The initial premium required at application on qualified contracts has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and</p>																										

		equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3c	Subsequent Premium(s): [\$1,000]	Not less than \$100 or more than \$2,000.  The minimum subsequent premium accepted by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3c	Subsequent Premium(s) [\$80 per month] if made in connection with an automatic payment plan.	Not less than \$10 or more than \$1,000.
3c	Total Premium(s) (maximum): [\$1,000,000]	Not less than \$100,000 or more than \$2,000,000.  The maximum amount of premium accepted by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3c	Service Center Addresses and Telephone Number:  Jackson Service Center [P.O. Box 24068 Lansing, MI 48909-4068 800/644-4565]  Express Mail: Jackson Service Center [1 Corporate Way Lansing, MI 48951]	This is the current service center address and telephone number, and it is appropriate to bracket the information as variable. In the future, if changed, it will reflect a different valid street address within the confines of the United States, as well as a valid telephone number.
4	Non-Qualified Plan—Section of IRC [401, 403, 408, 408A or 457]	Any section of the Internal Revenue Code.
5	Qualified Plan—Section of IRC [401, 403, 408, 408A or 457]	Any section of the Internal Revenue Code.
9	Minimum Partial Withdrawal: [\$50]	Not less than \$10 or more than \$100.
9	Accumulated Value minimum after any partial withdrawal: [\$1,000]	Not less than \$0 or more than \$5,000.  The minimum Accumulated Value remaining after a withdrawal has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
9	Free Withdrawal Percentage: [10% or 15%] based on product chosen.	Not less than 5% or more than 20%.  The Free Withdrawal Percentage has been shown as

		bracketed in the Contract so that the Company will be able to raise or lower the percentage requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
12	Maximum withdrawal under Waiver of Withdrawal Charge due to Terminal Illness: [\$250,000]	Not less than \$50,000 or more than \$1,000,000.  The maximum withdrawal made in connection with the Terminal Illness Benefit has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
14	Income Options: [120 months]	Not less than 60 months or more than 360 months.  The number of months offered for a period certain income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of months offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
14	Maximum amount applicable to an Income Option for which the Company can mandate that any income payment be a lump-sum payment: [\$5,000]	Not less than \$1,000 or more than \$10,000.
14	Maximum income payment for which the Company can stipulate the frequency of income payments: [\$50]	Not less than \$20 or more than \$100.  The maximum income payment for which the Company can stipulate the frequency of income payments has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
14	Resulting income payment if frequency of income payments is stipulated by the Company: [\$50]	Not less than \$20 or more than \$100.  The resulting income payment if frequency of income payments is stipulated by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
14	Withdrawal Charges will apply if the annuity payments begin within [one year] of the Issue Date regardless of the Income Option chosen.	Not less than 1 year or more than 3 years.

	After the [first] Contract Year no Withdrawal Charge will apply, provided the income option elected is a life contingent option or results in payments spread over at least ten years.	Not less than the first or more than the third Contract Year.
14	[Also, if payment under an income option begins at least four years from the Issue Date, and provided the income option elected is a life contingent option or results in payments spread over at least ten years, the amount of your Accumulated Value applied to the income option will be increased by [1% or 2%.]	This paragraph will appear only when a marketed product is elected that contains an Annuitization Bonus.  Not less than 1% or more than 4%.
15	Option 3 - Life Annuity with [120] or [240] month period certain.	Not less than 60 months or more than 360 months.  The number of months offered for a period certain income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of months offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
15	Option 4 - Income for a specified period, years [5] to [30]	Not less than 5 years or more than 60 years.  The number of years offered for a specified period income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of years offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
15	<b>FREQUENCY OF PAYMENTS:</b> <b>Number of Payments Per Year</b> One Monthly Payment Multiplied by [11.919] Two Monthly Payment Multiplied by [5.981] Four Monthly Payment Multiplied by [2.996]	Modal factors will not be less than 2 or more than 12.
17	Table of Income Options	Table will change to reflect the appropriate factors if a new Basis of Computation is adopted.
17	Basis of Computation: The actuarial basis for the Table of Income Options is [the Annuity 2000 Mortality Table, with interest at 1.5%, and a 3% expense load.]	The mortality table may change if a new mortality table is adopted. The interest rate will not be less than 1% or more than 5%. The expense load will not be less than 0% or more than 6%

**JACKSON NATIONAL LIFE INSURANCE COMPANY  
STATEMENT OF VARIABILITY  
A740**

Revised: 11/08/2010

<b>Page</b>	<b>Bracketed (Variable)</b>	<b>Range of Variables</b>																		
Face	1 Corporate Way Lansing, Michigan 48951 <a href="http://www.jackson.com">www.jackson.com</a>	This is the current address and website of Jackson National Life Insurance Company, and it is appropriate to bracket the information as variable. In the future, if changed, it will reflect a different valid street address within the confines of the United States, as well as a valid Company website.																		
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3b	Initial Declared Interest Rate: [3.55%]	This rate is set by the Company and is periodically adjusted higher or lower.  This rate will never be less than the Guaranteed Minimum Interest Rate.																		
3b	Extended Guarantee Period: [None]	Extended Guarantee Period may or may not apply to the contract. If an Extended Guarantee Period does apply, the period will not be less than 1 year or more than 10 years.																		
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3c	Initial Premium (minimum nonqualified): [\$5,000]	<p>Not less than \$2,000 or more than \$1,000,000.</p> <p>The initial premium required at application on non-qualified contracts has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>																		
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3c	Subsequent Premium(s): [\$1,000]	<p>Not less than \$100 or more than \$2,000.</p> <p>The minimum subsequent premium accepted by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>																		
3c	Subsequent Premium(s) [\$80 per month] if made in connection with an automatic payment plan.	Not less than \$10 or more than \$1,000.																		
3c	Total Premium(s) (maximum): [\$1,000,000]	<p>Not less than \$100,000 or more than \$2,000,000.</p> <p>The maximum amount of premium accepted by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost</p>																		

		factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3c	<p>Service Center Addresses and Telephone Number:</p> <p>Jackson Service Center [P.O. Box 24068 Lansing, MI 48909-4068 800/644-4565]</p> <p>Express Mail: Jackson Service Center [1 Corporate Way Lansing, MI 48951]</p>	This is the current service center address and telephone number, and it is appropriate to bracket the information as variable. In the future, if changed, it will reflect a different valid street address within the confines of the United States, as well as a valid telephone number.
4	Non-Qualified Plan—Section of IRC [401, 403, 408, 408A or 457]	Any section of the Internal Revenue Code.
5	Qualified Plan—Section of IRC [401, 403, 408, 408A or 457]	Any section of the Internal Revenue Code.
9	Minimum Partial Withdrawal: [\$50]	Not less than \$10 or more than \$100.
9	Accumulated Value minimum after any partial withdrawal: [\$1,000]	<p>Not less than \$0 or more than \$5,000.</p> <p>The minimum Accumulated Value remaining after a withdrawal has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
9	Free Withdrawal Percentage: [15%]	<p>Not less than 5% or more than 20%.</p> <p>The Free Withdrawal Percentage has been shown as bracketed in the Contract so that the Company will be able to raise or lower the percentage requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
12	Maximum withdrawal under Waiver of Withdrawal Charge due to Terminal Illness: [\$250,000]	<p>Not less than \$50,000 or more than \$1,000,000.</p> <p>The maximum withdrawal made in connection with the Terminal Illness Benefit has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
14	Income Options: [120 months]	<p>Not less than 60 months or more than 360 months.</p> <p>The number of months offered for a period certain income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of months offered on newly issued Contracts depending on</p>

		the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
14	Maximum amount applicable to an Income Option for which the Company can mandate that any income payment be a lump-sum payment: [\$5,000]	Not less than \$1,000 or more than \$10,000.
14	Maximum income payment for which the Company can stipulate the frequency of income payments: [\$50]	Not less than \$20 or more than \$100.  The maximum income payment for which the Company can stipulate the frequency of income payments has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
14	Resulting income payment if frequency of income payments is stipulated by the Company: [\$50]	Not less than \$20 or more than \$100.  The resulting income payment if frequency of income payments is stipulated by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
14	Withdrawal Charges will apply if the annuity payments begin within [one year] of the Issue Date regardless of the Income Option chosen. After the [first] Contract Year no Withdrawal Charge will apply, provided the income option elected is a life contingent option or results in payments spread over at least ten years.	Not less than 1 year or more than 3 years.  Not less than the first or more than the third Contract Year.
14	[Also, if payment under an income option begins at least four years from the Issue Date, and provided the income option elected is a life contingent option or results in payments spread over at least ten years, the amount of your Accumulated Value applied to the income option will be increased by [1%.]	This paragraph will appear only when a marketed product is elected that contains an Annuitization Bonus.  Not less than 1% or more than 4%.
15	Option 3 - Life Annuity with [120] or [240] month period certain.	Not less than 60 months or more than 360 months.  The number of months offered for a period certain income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of months offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
15	Option 4 - Income for a specified period, years [5] to [30]	Not less than 5 years or more than 60 years.  The number of years offered for a specified period income

		option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of years offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
15	<b>FREQUENCY OF PAYMENTS:</b> <b>Number of                      Method of</b> <b>Payments Per                      Calculation</b> <b>Year</b> One    Monthly Payment Multiplied by [11.919] Two    Monthly Payment Multiplied by [5.981] Four    Monthly Payment Multiplied by [2.996]	Modal factors will not be less than 2 or more than 12.
17	Table of Income Options	Table will change to reflect the appropriate factors if a new Basis of Computation is adopted.
17	Basis of Computation: The actuarial basis for the Table of Income Options is [the Annuity 2000 Mortality Table, with interest at 1.5%, and a 3% expense load.]	The mortality table may change if a new mortality table is adopted. The interest rate will not be less than 1% or more than 5%. The expense load will not be less than 0% or more than 6%

**JACKSON NATIONAL LIFE INSURANCE COMPANY  
STATEMENT OF VARIABILITY  
A740BP**

Revised: 11/08/2010

<b>Page</b>	<b>Bracketed (Variable)</b>	<b>Range of Variables</b>
Face	1 Corporate Way Lansing, Michigan 48951 <a href="http://www.jackson.com">www.jackson.com</a>	This is the current address and website of Jackson National Life Insurance Company, and it is appropriate to bracket the information as variable. In the future, if changed, it will reflect a different valid street address within the confines of the United States, as well as a valid Company website.
Cover	Free Look 20 days	The standard right to examine period is 20 days. If Your state requires a longer period, or an additional number of days for replacement business or a number of days for replacements it will be reflected appropriately on the face page. If we choose to extend the number of days in the future, we will replace the 20 days (or the days noted for replacements) with a new number of days, which will never exceed 60 days.
Cover	Signature of the Company's President and Secretary	As the identity of these individuals could change over time, it is appropriate to bracket them as variable. The identities of these company officers have no material effect on the risk assumed by Jackson National Life Insurance Company or the contract owner under the contract.
2	Table of Contents Page Numbers	Information bracketed on this page as variable are the page numbers of the contract. As these may change in the future based on any approved additions or deletions to the contract, they have been considered variable. It is Jackson National Life Insurance Company's position that these page numbers do not materially affect the risk assumed by either it or the contract owner under the contract.
3a	Guaranteed Minimum Interest Rate: [1.00]	Will never be less than that required to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities.
3b	Initial Declared Interest Rate: [3.55%]	This rate is set by the Company and is periodically adjusted higher or lower.  This rate will never be less than the Guaranteed Minimum Interest Rate.
3b	Initial Premium Bonus Interest Rate: [2.00%]	The Bonus Interest Rate will not be less than .05% or more than 8.00%.
3b	Extended Guarantee Period: [None]	Extended Guarantee Period may or may not apply to the contract. If an Extended Guarantee Period does apply, the period will not be less than 1 year or more than 10 years.

3b	<p>Withdrawal Charge:</p> <p><b>OptiMAX Series:</b></p> <table border="1" data-bbox="245 184 755 548"> <thead> <tr> <th>Completed Years Since Receipt of Premium</th> <th>Withdrawal Charge Percentage</th> </tr> </thead> <tbody> <tr><td>[0</td><td>7.00%</td></tr> <tr><td>1</td><td>7.00%</td></tr> <tr><td>2</td><td>6.00%</td></tr> <tr><td>3</td><td>5.00%</td></tr> <tr><td>4</td><td>4.00%</td></tr> <tr><td>5</td><td>3.00%</td></tr> <tr><td>6</td><td>2.00%</td></tr> <tr><td>7+</td><td>0.00%</td></tr> </tbody> </table> <p><b>OptiMax 100:</b></p> <table border="1" data-bbox="245 667 755 997"> <thead> <tr> <th>Completed Years Since Receipt of Premium</th> <th>Withdrawal Charge Percentage</th> </tr> </thead> <tbody> <tr><td>[0</td><td>6.00%</td></tr> <tr><td>1</td><td>5.00%</td></tr> <tr><td>2</td><td>4.00%</td></tr> <tr><td>3</td><td>3.00%</td></tr> <tr><td>4</td><td>2.00%</td></tr> <tr><td>5</td><td>1.00%</td></tr> <tr><td>6+</td><td>0.00%</td></tr> </tbody> </table>	Completed Years Since Receipt of Premium	Withdrawal Charge Percentage	[0	7.00%	1	7.00%	2	6.00%	3	5.00%	4	4.00%	5	3.00%	6	2.00%	7+	0.00%	Completed Years Since Receipt of Premium	Withdrawal Charge Percentage	[0	6.00%	1	5.00%	2	4.00%	3	3.00%	4	2.00%	5	1.00%	6+	0.00%	Not to exceed 10.0% and never more than that required to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities.
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3b	Maximum Partial or full Withdrawal Charge Percentage for Owner's age [87] or older.	Not younger than 75 or older than 100.																																		
3b	<p>Older Ages Maximum Withdrawal Charge Percentages:</p> <table border="1" data-bbox="240 1150 764 1564"> <thead> <tr> <th>Contract Anniversary on or After the Owner Attains the Age of:</th> <th>Maximum Withdrawal Charge Percentage</th> </tr> </thead> <tbody> <tr><td>[87</td><td>6.50%</td></tr> <tr><td>88</td><td>5.50%</td></tr> <tr><td>89</td><td>4.50%</td></tr> <tr><td>90</td><td>3.75%</td></tr> <tr><td>91</td><td>2.75%</td></tr> <tr><td>92</td><td>1.75%</td></tr> <tr><td>93</td><td>0.75%</td></tr> <tr><td>94+</td><td>0.00%</td></tr> </tbody> </table>	Contract Anniversary on or After the Owner Attains the Age of:	Maximum Withdrawal Charge Percentage	[87	6.50%	88	5.50%	89	4.50%	90	3.75%	91	2.75%	92	1.75%	93	0.75%	94+	0.00%	Not to exceed 6.50% and never more than that required to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities.																
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3c	Initial Premium (minimum nonqualified): [\$5,000]	<p>Not less than \$2,000 or more than \$1,000,000.</p> <p>The initial premium required at application on non-qualified contracts has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>																																		

3c	Initial Premium (minimum qualified): [\$2,000]	Not less than \$1,000 or more than \$1,000,000.  The initial premium required at application on qualified contracts has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3c	Subsequent Premium(s): [\$1,000]	Not less than \$100 or more than \$2,000.  The minimum subsequent premium accepted by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3c	Subsequent Premium(s) [\$80 per month] if made in connection with an automatic payment plan.	Not less than \$10 or more than \$1,000.
3c	Total Premium(s) (maximum): [\$1,000,000]	Not less than \$100,000 or more than \$2,000,000.  The maximum amount of premium accepted by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3c	Service Center Addresses and Telephone Number:  Jackson Service Center [P.O. Box 24068 Lansing, MI 48909-4068 800/644-4565]  Express Mail: Jackson Service Center [1 Corporate Way Lansing, MI 48951]	This is the current service center address and telephone number, and it is appropriate to bracket the information as variable. In the future, if changed, it will reflect a different valid street address within the confines of the United States, as well as a valid telephone number.
4	Non-Qualified Plan—Section of IRC [401, 403, 408, 408A or 457]	Any section of the Internal Revenue Code.
5	Qualified Plan—Section of IRC [401, 403, 408, 408A or 457]	Any section of the Internal Revenue Code.
9	Minimum Partial Withdrawal: [\$50]	Not less than \$10 or more than \$100.
9	Accumulated Value minimum after any partial withdrawal: [\$1,000]	Not less than \$0 or more than \$5,000.  The minimum Accumulated Value remaining after a withdrawal has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts

		depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
9	Free Withdrawal Percentage: [15%]	Not less than 5% or more than 20%.  The Free Withdrawal Percentage has been shown as bracketed in the Contract so that the Company will be able to raise or lower the percentage requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
12	Maximum withdrawal under Waiver of Withdrawal Charge due to Terminal Illness: [\$250,000]	Not less than \$50,000 or more than \$1,000,000.  The maximum withdrawal made in connection with the Terminal Illness Benefit has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
14	Income Options: [120 months]	Not less than 60 months or more than 360 months.  The number of months offered for a period certain income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of months offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
14	Maximum amount applicable to an Income Option for which the Company can mandate that any income payment be a lump-sum payment: [\$5,000]	Not less than \$1,000 or more than \$10,000.
14	Maximum income payment for which the Company can stipulate the frequency of income payments: [\$50]	Not less than \$20 or more than \$100.  The maximum income payment for which the Company can stipulate the frequency of income payments has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
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14	[Also, if payment under an income option begins at least four years from the Issue Date, and provided the income option elected is a life contingent option or results in payments spread over at least ten years, the amount of your Accumulated Value applied to the income option will be increased by [1%.]	This paragraph will appear only when a marketed product is elected that contains an Annuitization Bonus.  Not less than 1% or more than 4%.
15	Option 3 - Life Annuity with [120] or [240] month period certain.	Not less than 60 months or more than 360 months.  The number of months offered for a period certain income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of months offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
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15	<b>FREQUENCY OF PAYMENTS:</b> <b>Number of                      Method of</b> <b>Payments Per                      Calculation</b> <b>Year</b> One    Monthly Payment Multiplied by [11.919] Two    Monthly Payment Multiplied by [5.981] Four    Monthly Payment Multiplied by [2.996]	Modal factors will not be less than 2 or more than 12.
17	Table of Income Options	Table will change to reflect the appropriate factors if a new Basis of Computation is adopted.
17	Basis of Computation: The actuarial basis for the Table of Income Options is [the Annuity 2000 Mortality Table, with interest at 1.5%, and a 3% expense load.]	The mortality table may change if a new mortality table is adopted. The interest rate will not be less than 1% or more than 5%. The expense load will not be less than 0% or more than 6%