

SERFF Tracking Number: ONFS-126877755 State: Arkansas
Filing Company: The Ohio National Life Insurance Company State Tracking Number: 47199
Company Tracking Number: FORM 11-GLW-1, ET AL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: 2011 GLWB & DB
Project Name/Number: /

Filing at a Glance

Company: The Ohio National Life Insurance Company

Product Name: 2011 GLWB & DB

SERFF Tr Num: ONFS-126877755 State: Arkansas

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed-Approved- Closed State Tr Num: 47199

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: FORM 11-GLW-1, ET AL State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Doris Jackson, Peggy Johnson

Disposition Date: 11/08/2010

Date Submitted: 11/02/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: This filing was submitted to Ohio, our domiciliary state, on 11/2/10. Forms filed in Ohio are deemed approved 30 days after the filing is received, per Ohio Rev. Code Section 395.14.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/08/2010

Explanation for Other Group Market Type:

State Status Changed: 11/08/2010

Deemer Date:

Created By: Peggy Johnson

Submitted By: Peggy Johnson

Corresponding Filing Tracking Number:

Filing Description:

Re: Form 11-GLW-1, Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)

Form 11-GLW-2, Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life) –

Form 11-GLW-1.5, Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)

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Form 11-GLW-2.5, Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life)
Form 11-GPD-1, Premium Protection Death Benefit Rider (Single Life)
Form 11-GPD-2, Premium Protection Death Benefit Rider (Joint Life)
Form 11-GED-1, Premium Protection Plus Death Benefit Rider (Single Life)
Form 11-GED-2, Premium Protection Plus Death Benefit Rider (Joint Life)
Form 11-GED-1.5, Premium Protection Plus Death Benefit Rider (Single Life)
Form 11-GED-2.5, Premium Protection Plus Death Benefit Rider (Joint Life)
Application Form 4896 Rev. 1/11

Enclosed for your review and approval are four Guaranteed Lifetime Withdrawal Benefit Riders, six Premium Protection Death Benefit Riders and an Application.

Form 11-GLW-1, a Guaranteed Lifetime Withdrawal Benefit Rider for a Single Life (GLWB) Rider, is new and intended to replace Form 10-GLW-1, approved for use in your state on 11/19/09. This Rider may help protect the Annuitant from the risk of outliving their income. It is only available at issue. If chosen, it cannot later be discontinued, unless we otherwise agree.

The amount that may annually be withdrawn from the GLWB Rider is based upon the annuitant's age when withdrawals begin and the withdrawal percentages, multiplied by the GLWB base, as described in the Rider.

The principal differences between the current version of these riders and the new ones submitted herein are as follows:

- the removal of the death benefit provision. The added death benefit is now offered as a separate, optional rider
- excess withdrawals reduce the GLWB base by the greater of a pro rata reduction or the dollar amount of the excess withdrawal
- the rider will terminate if the contract is assigned or transferred other than for spousal continuation
- treatment of Required Minimum Distributions

The only other Riders that will be offered with the base contract if the GLWB Rider is chosen are the Premium Protection Death Benefit Rider or the Premium Protection Plus Death Benefit Rider that are enclosed herein for approval, or the Annual Step Up Death Benefit Rider, Form 05-AMD-1, approved for use in your state on 4/7/05.

Form 11-GLW-2, a Guaranteed Lifetime Withdrawal Benefit Rider for a Joint Life, (Joint GLWB), is new and intended to replace Form, 10-GLW-2, approved for use in your state on 11/19/09. The Joint GLWB rider is available to two people who are legally married at the time the rider is added. Under the Joint GLWB rider, the amount you may withdraw is based upon the youngest participating spouse's age.

Rider Forms 11-GLW-1 and 11-GLW-2 may be used with the following previously approved, contracts, and any variable annuity contracts approved in the future:

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Previously Approved

Variable Annuity Contract – Approval Date

Form 09-VA-1 & 09-VA-1U – 4/6/09
Form 06-VA-1 & 06-VA-1U – 5/16/06
Form 06-VA-2 & 06-VA-2U – 12/21/06
Form 06-VA-3 & 06-VA-3U – 12/21/06
Form 06-VA-4 & 06-VA-4U – 5/16/06
Form 00-VA-2 & 00-VA-2U – 2/13/01
Form 98-VA-2 & 98-VA-2U – 2/9/98
Form 98-VA-3 & 98-VA-3U – 2/9/98
Form 98-VA-4 & 98-VA-4U – 2/9/98

Rider Forms 11-GLW-1.5 and Form 11-GLW-2.5 are new and are intended to replace Forms 10-GLW-1.5 and 10-GLW-2.5, approved on the same date shown above for Forms 10-GLW-1 and 10-GLW-2. Rider Forms 11-GED-1.5 and Form 11-GED-2.5 are new and are not intended to replace any previously approved forms. These riders differ from Forms 11-GLW-1, 11-GLW-2, 11-GED-1 and 11-GED-2 in that they refer to an Extra Credit provision that is included in the contract forms listed in the chart below. These riders may be used with the following previously approved contracts, and any variable annuity contracts approved in the future with an Extra Credit provision:

Contract Form Number – Approval Date

Form 06-VA-5 & 06-VA-5U – 2/28/07
Form 99-VA-2 & 99-VA-2U – 9/24/99

Rider Form 11-GPD-1, a Premium Protection Death Benefit for a Single Life (GPD), is new and not intended to replace any previously approved form. The Rider provides a death benefit equal to the purchase payments adjusted for withdrawals. The death benefit is adjusted dollar for dollar on annual withdrawals that do not exceed the allowable withdrawals under the GLWB. The death benefit continues if the contract value is reduced to zero. This Rider is only available at issue and is sold only in conjunction with the GLWB rider.

Rider Form 11-GPD-2, a Premium Protection Death Benefit for a Joint Life (Joint GPD), is new and not intended to replace any previously approved form. This rider is identical to the Single Life rider except that it is available to two people who are legally married at the time the rider is issued. It is only available at issue and sold only in conjunction with the GLWB rider.

Rider Form 11-GED-1, a Premium Protection Plus Death Benefit for a Single Life (GED), is new and not intended to replace any previously approved form. This Rider provides a death benefit equal to the purchase payments adjusted for withdrawals. The Premium Protection Plus Rider differs from the Premium Protection Rider in that a withdrawal that is

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not an excess withdrawal does not decrease the death benefit amount up to the contract anniversary after the annuitant turns 85; after which time it is reduced dollar for dollar. The rider provides for a one- time step up of the death benefit, on the seventh rider anniversary. It is only available at issue and is sold only in conjunction with the GLWB rider

Rider Form 11-GED-2, a Premium Protection Plus Death Benefit for a Joint Life (Joint GED), is new and not intended to replace any previously approved form. This rider is identical to the Single Life rider except that it is available to two people who are legally married at the time the rider is issued. It is only available at issue and is sold only in conjunction with the GLWB rider.

Also enclosed for your review and approval is Application Form 4896 Rev. 1/11. This form is new and is intended to replace Application Form 4896 Rev. 1/10, which was approved for use in your state on 11/19/09. The Application has been revised to include the enclosed riders and the information necessary to apply for the riders and when investment restrictions are chosen.

The enclosed forms are in final print, subject to minor variations in fonts, paper stock, color, duplexing and positioning. Brackets have been placed surrounding the Company officer's signature to represent it as variable data.

Similarly, brackets surround sample data provided on the Contract Specifications Page 4. The sample rider charges that are provided in brackets are those that Ohio National intends to use for the initial introduction of these riders. We reserve the right to adjust those charges over time for new issue only. Ohio National guarantees that the charges imposed will never be more than the maximum charges shown.

Readability requirements are waived as these forms are variable products, filed with the Securities and Exchange Commission. All other required filing documents are included in this submission.

These riders, or the base policies with which the riders will be issued, will not be illustrated. They will be sold to individual purchasers of annuities by registered representatives of broker-dealers licensed to sell variable products in your state. The registered representatives will be properly appointed by Ohio National.

Actuarial questions should be directed to Mr. Mayer F. Kahn, FSA, MAAA, Actuary, Investments and Annuities at 1-513-794-6820.

Please feel free to contact Doris Jackson with any additional questions or concerns. She can be reached at 1-800-366-6654, Dept. 7, Option 2 (press 7 after the initial greeting, the system does not prompt this), via fax at 1-513-794-4500, or at the following e-mail address: Doris_Jackson@ohionational.com.

Thank you for your assistance with this filing. We look forward to your approval.

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 Product Name: 2011 GLWB & DB
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Company and Contact

Filing Contact Information

Doris Jackson, Doris_Jackson@ohionational.com
 One Financial Way 513-794-6440 [Phone]
 Cincinnati, OH 45242 513-794-4522 [FAX]

Filing Company Information

The Ohio National Life Insurance Company CoCode: 67172 State of Domicile: Ohio
 1 Financial Way Group Code: 704 Company Type: Life and Annuity
 Cincinnati, OH 45242 Group Name: ONFS State ID Number:
 (513) 794-6100 ext. [Phone] FEIN Number: 31-0397080

Filing Fees

Fee Required? Yes
 Fee Amount: \$550.00
 Retaliatory? No
 Fee Explanation: Fee is \$50 per form X 11 forms
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Ohio National Life Insurance Company	\$550.00	11/02/2010	41444715

SERFF Tracking Number: ONFS-126877755 State: Arkansas
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TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: 2011 GLWB & DB
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/08/2010	11/08/2010

SERFF Tracking Number: *ONFS-126877755* *State:* *Arkansas*
Filing Company: *The Ohio National Life Insurance Company* *State Tracking Number:* *47199*
Company Tracking Number: *FORM 11-GLW-1, ET AL*
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *2011 GLWB & DB*
Project Name/Number: */*

Disposition

Disposition Date: 11/08/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: 2011 GLWB & DB
 Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability and Sample Specifications Page		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Premium Protection Death Benefit Rider		Yes
Form	Premium Protection Death Benefit Rider		Yes
Form	Premium Protection Plus Death Benefit Rider		Yes
Form	Premium Protection Plus Death Benefit Rider		Yes
Form	Premium Protection Plus Death Benefit Rider		Yes
Form	Premium Protection Plus Death Benefit Rider		Yes
Form	Individual Variable Annuity Application		Yes

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Form Schedule

Lead Form Number: Form 11-GLW-1

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	Form 11-GLW-1	Policy/Cont Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	11GLW1 Final.pdf
	Form 11-GLW-2	Policy/Cont Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	11GLW2 Final.pdf
	Form 11-GLW-1.5	Policy/Cont Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	11GLW1_5 Final.pdf
	Form 11-GLW-2.5	Policy/Cont Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider Certificate:	Initial		0.000	11GLW2_5 Final.pdf

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	Amendmen t, Insert Page, Endorseme nt or Rider			
Form 11- GPD-1	Policy/Cont Premium Protection Initial ract/Fratern Death Benefit Rider		0.000	11GPD1 Final.pdf
	al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider			
Form 11- GPD-2	Policy/Cont Premium Protection Initial ract/Fratern Death Benefit Rider		0.000	11GPD2 Final.pdf
	al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider			
Form 11- GED-1	Policy/Cont Premium Protection Initial ract/Fratern Plus Death Benefit		0.000	11GED1 Final.pdf
	al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider			
Form 11- GED-2	Policy/Cont Premium Protection Initial ract/Fratern Plus Death Benefit		0.000	11GED2 Final.pdf
	al Rider Certificate: Amendmen t, Insert			

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	Page, Endorseme nt or Rider			
Form 11- GED-1.5	Policy/Cont Premium Protection ract/Fratern Plus Death Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	11GED1_5 Final.pdf
Form 11- GED-2.5	Policy/Cont Premium Protection ract/Fratern Plus Death Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	11GED2_5 Final.pdf
Form 4896 Rev. 1/11	Application/Individual Variable Enrollment Annuity Application Form	Initial	0.000	4896 REV 111.pdf

Rider

Guaranteed Lifetime Withdrawal Benefit

Single Life

This Rider is part of your contract. It is subject to the contract terms. If the terms of this Rider and the contract differ, this Rider controls.

The Rider Date is the date that this Rider becomes effective. If this Rider is issued at the same time as your contract, the Rider Date is the Contract Date shown in the Contract Specifications Page of the contract. If it is issued after your contract, this Rider becomes effective on the Rider Date which must be an anniversary of the Contract Date.

This Rider provides, subject to certain conditions, a guaranteed amount that can be withdrawn each Contract Year, regardless of Contract Value, until this Rider's termination. The Guaranteed Lifetime Withdrawal Benefit (GLWB) will be paid, even if payment of the benefit would reduce the Contract Value below the total minimum contract value required to keep the contract in effect, as stated in the contract.

Rider Definitions

Charge Freeze Period is the period shown on the Contract Specifications Page during which we guarantee that the Rider Charge Rate will not increase above the Base Rider Charge Rate.

Base Rider Charge Rate is the rate shown on the Contract Specifications Page applicable to all Contract Years after the first Contract Year, unless the Rider Charge Rate has been changed pursuant to the **Charge for Rider** provision.

The **Guaranteed Lifetime Withdrawal Benefit Base** (or **GLWB Base**) is the value that is used to determine the Maximum Annual Withdrawal.

The **Lifetime Withdrawal Age** is the age on or after which a withdrawal will trigger the beginning of the Lifetime Withdrawal Period as shown on the Contract Specifications Page.

The **Maximum Annual Withdrawal** (or **MAW**) is the maximum amount that can be withdrawn in any Contract Year during the Lifetime Withdrawal Period without affecting the annual withdrawal guarantees in future Contract Years or the GLWB Base.

An **Annual Step-up** is an increase in the GLWB Base to the then current Contract Value on an Anniversary of the Rider Date. The GLWB Base will continue to be eligible to increase due to an Annual Step-up on each Anniversary of the Rider Date until an Annual Step-up is declined pursuant to the **Charge for Rider** provision.

The **Annual Credit Period** is the period during which the Annual Credit GLWB Base is calculated. The initial Annual Credit Period is the period of time from the Rider Date to the [tenth] Anniversary of the Rider Date. If the GLWB Base is increased due to an Annual Step-up, then a new Annual Credit Period is established on the date the GLWB Base is increased and ending on the [tenth] Anniversary of such date.

The **Anniversary of the Rider Date** is any date that shares the same month and day as the Rider Date (provided that if the Rider Date is on February 29th, the Anniversary of the Rider Date in years that do not have a February 29th would be February 28th). If a calculation hereunder is to be made on the Anniversary of the Rider Date, such calculation will be made as of the close of the Valuation Period which includes such Anniversary.

The **Annual Credit Calculation Base** is the amount to which the Annual Credit Rate is applied in calculating the Annual Credit GLWB Base. At the beginning of the Annual Credit Period, the Annual Credit Calculation Base is set equal to the GLWB Base. The value of the Annual Credit Calculation Base will remain the same for the duration of the Annual Credit Period with the following exceptions:

- (1) If a purchase payment is made to the contract, the Annual Credit Calculation Base will be increased at that time by the amount of the purchase payment.
- (2) If the GLWB Base is adjusted due to an Excess Withdrawal, the Annual Credit Calculation Base will be set equal at that time to the lesser of the then current Annual Credit Calculation Base or the GLWB Base after the adjustment for an Excess Withdrawal described below.

A **Qualified Contract** is a contract issued in compliance with Internal Revenue Code Sections 401, 403, 408 or 408A or any comparable Internal Revenue Code Sections in effect or hereafter enacted.

The **Contract Specifications Pages** are Pages 3 and 4 of the contract if this Rider is issued with the contract, or, Pages 3 and 4 supplemented by the Amendment attached to this Rider if this Rider was subsequently added after the Contract Date.

Calculation of Guaranteed Lifetime Withdrawal Benefit Base

If this Rider is issued at the same time as your contract, the initial GLWB Base is the initial Net Purchase Payment (excluding any extra credits, if applicable). If this Rider is added to the contract on a subsequent anniversary of the Contract Date, the initial GLWB Base is the Contract Value on the Rider Date.

Thereafter, the GLWB Base is calculated as the greater of the Step-up GLWB Base or the Annual Credit GLWB Base, adjusted for the Deferral Credit, if any, except as provided under the **Excess Withdrawals** provision below.

Step-up GLWB Base

The initial Step-up GLWB Base is equal to the initial GLWB Base. Thereafter, except as provided under the **Excess Withdrawals** provision, the Step-up GLWB Base is determined as follows:

- (1) (i) On each day that is not the Anniversary of the Rider Date or (ii) on or after any Anniversary of the Rider Date if an Annual Step-up is or has ever been declined, the Step-up GLWB Base equals (a) + (b) where:
 - (a) is the GLWB Base on the previous day; and
 - (b) is the amount of any Net Purchase Payments (excluding any extra credits, if applicable) credited on that day.
- (2) On each Anniversary of the Rider Date unless an Annual Step-up is, or was, declined, the Step-up GLWB Base equals the greater of ((a) or (b)) + (c) where:
 - (a) is the GLWB Base on the previous day;
 - (b) is the then current Contract Value, after deducting any applicable charges for the contract, this Rider or any other rider, excluding any Net Purchase Payments (excluding any extra credits, if applicable) credited on such Anniversary of the Rider Date; and
 - (c) is any Net Purchase Payments (excluding any extra credits, if applicable) credited on such Anniversary of the Rider Date.

Annual Credit GLWB Base

The Annual Credit GLWB Base is only calculated on each Anniversary of the Rider Date during the Annual Credit Period. The Annual Credit GLWB Base at the beginning of any Annual Credit Period is equal to the GLWB Base at the beginning of such period. Thereafter, the Annual Credit GLWB Base is determined as follows:

- (1) On any Anniversary of the Rider Date during the Annual Credit Period, provided that no withdrawals have occurred during the twelve month period that began with the previous Annual Credit Anniversary, the Annual Credit GLWB Base equals (a) + (b) + (c) where:
 - (a) is the GLWB Base on the prior Anniversary of the Rider Date;
 - (b) is the Annual Credit Calculation Base multiplied by the Annual Credit Rate shown in the Contract Specifications Page; and
 - (c) is the amount of any Net Purchase Payments (excluding any extra credits, if applicable) during the prior Contract Year.
- (2) Except as provided in (1) above, on any other Anniversary of the Rider Date, the Annual Credit GLWB Base is equal to zero.

Deferral Credit

If no withdrawals are taken in the first [10] Contract Years that this Rider is in effect, we will increase the GLWB Base on the [tenth] Anniversary of the Rider Date by (1) minus (2), if greater than zero, where:

- (1) is (a) x (b) where:
 - (a) is the initial GLWB Base plus the total of all subsequent Net Purchase Payments made up to and including the [first] Anniversary of the Rider Date (first Contract Year purchase payments);
 - (b) is the Deferral Guarantee Percentage shown on the Contract Specifications Page; and
- (2) is the total of all first Contract Year purchase payments plus (a) the amount of the Annual Credits to the GLWB Base attributable to the first Contract Year purchase payments; and (b) the full incremental amount of any Annual Step-up in the GLWB Base including the amount of the Annual Credits to the GLWB attributable to any such Annual Step-up, without regard to the Deferral Credit.

Lifetime Withdrawal Period

The first withdrawal made on or following the date that the Annuitant reaches the Lifetime Withdrawal Age will trigger the beginning of the Lifetime Withdrawal Period.

On the day that the Lifetime Withdrawal Period begins, the initial MAW Rate will be set to the applicable MAW Rate shown on the Contract Specifications Page based on the Annuitant's age as of that day, and the MAW will be calculated as (a) x (b) where:

- (a) is the MAW Rate; and
- (b) is the GLWB Base on that day as determined pursuant to the **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision.

Thereafter, during the remainder of the Lifetime Withdrawal Period, the MAW will be determined in accordance with the following rules:

- (1) On each Anniversary of the Rider Date that the GLWB Base is increased to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the Annuitant's then current age on such Anniversary of the Rider Date and the MAW will be recalculated to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the new MAW Rate.
- (2) On any other date that the GLWB Base is recalculated, the MAW will be reset to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the then existing MAW Rate.

As long as the total withdrawals during a Contract Year do not exceed the MAW, we will waive any Contingent Deferred Sales Charges that may otherwise have been assessed.

This Rider continues in the Lifetime Withdrawal Period until the earlier of:

- (1) the date that this Rider is terminated as described in the **Termination of Rider** provision; or
- (2) the date that this Rider enters the Lifetime Annuity Period.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is made prior to the Annuitant reaching the Lifetime Withdrawal Age; or
- (2) it is made during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceed the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW or the RMD, where applicable, is recognized as an Excess Withdrawal; or
- (3) once you have elected RMD treatment, it is deemed to be an Excess Withdrawal under the **Required Minimum Distribution** provision.

Any Excess Withdrawals taken will cause the GLWB Base to be adjusted on that day. The new GLWB Base will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1- (b)/(c)] where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) - (b) where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision only applies if your contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this contract.

On or after January 1 of the first calendar year after this Rider becomes effective, you may elect RMD treatment by Notice to us if (1) your contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year. If you die during a Contract Year for which you have elected RMD treatment and your spouse elects to continue the contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you have elected RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year after you qualify for RMD treatment as described above, you may elect monthly RMD treatment in which case any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for the calendar year of the date you elect the monthly treatment.

Once monthly RMD treatment is elected, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month and the day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day thereafter. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your spouse continues the contract and this Rider under the permitted **Spousal Continuation** provision, such spouse may elect, by Notice to us within 30 days of the later of (1) the exercise of the permitted **Spousal Continuation** or (2) the end of the calendar year in which you died, to rescind the election to take RMD treatment and, in that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the MAW. If such surviving spouse elects to rescind RMD treatment, he or she will be eligible to elect RMD treatment in the future should he or she wish to do so by Notice to us if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment at the time of such election. If the surviving spouse is qualified for RMD treatment as described in the second paragraph of this provision and he or she does not give us timely Notice to rescind the RMD treatment, he or she will continue with RMD treatment. If the surviving spouse does not qualify for RMD treatment as described in the second paragraph of this provision, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for, and elects, RMD treatment, based on his/her RMD in the next calendar year. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based upon the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional purchase payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions, including the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Extended Annuitization

If this Rider is in force on the Annuity Payout Date as set forth in your contract, we will delay the Annuity Payout Date until the Contract Date immediately following the Annuitant's 95th birthday for purposes of this Rider only. Any extension of the Annuity Payout Date for purposes of this Rider only shall not affect the termination of, or extend, any death benefit under the contract or any other rider, unless otherwise expressly stated in any such rider. On the Contract Date immediately following the Annuitant's 95th birthday, you will be required to (1) enter the **Lifetime Annuity Period**, described below; (2) annuitize the contract using the Contract Value; or (3) terminate the contract and take the Contract Value.

During the extended annuitization period, you may, nevertheless, elect to annuitize or terminate the contract by Notice to us prior to the anniversary of the Contract Date immediately following the Annuitant's 95th birthday.

Lifetime Annuity Period

When this Rider enters the Lifetime Annuity Period, you will immediately receive a payment equal to the excess, if any, of the then current MAW over the total withdrawals already taken during the Contract Year, provided however, that if you are making systematic withdrawals, the payments will continue until the MAW for the Contract Year has been reached. Thereafter, you will begin receiving a lifetime annuity (the "MAW Annuity") on the first day of the month following the first anniversary of the Contract Date in the Lifetime Annuity Period payable until the Annuitant's death, with monthly payments equal to one-twelfth of the then current MAW.

This Rider will enter the Lifetime Annuity Period on the earlier of:

- (1) the anniversary of the Contract Date immediately following the Annuitant's 95th birthday; or
- (2) the date that the Contract Value is reduced to zero (other than by an Excess Withdrawal).

If your Contract Value goes to zero other than because of an Excess Withdrawal before the Annuitant reaches the Lifetime Withdrawal Age, the Lifetime Annuity Period is deferred until the Annuitant reaches the Lifetime Withdrawal Age.

Once this Rider has entered the Lifetime Annuity Period, the terms of the contract will be adjusted as follows:

- (1) the contract will provide only the benefits provided in this Rider and you will not be able to make any withdrawals other than payments under the MAW Annuity;
- (2) all other riders attached to the contract will terminate unless otherwise expressly stated in any such rider; and
- (3) no additional purchase payments will be accepted.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your contract, as long as this Rider is in force, we reserve the right to not allow any additional purchase payments.

Available Investment Options

While this Rider is in force, your purchase payments and your Contract Value must be allocated in accordance with either Paragraph (1) or (2) below:

- (1) Your purchase payments and your Contract Value must be allocated to one of the available Asset Allocation Models (the "Models") from those offered by us and approved for use with this Rider. You may maintain funds in only one Model at any given time.
- (2) Your purchase payments and your Contract Value must be allocated in accordance with the following investment restrictions:
 - (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts;
 - (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts;
 - (c) A percentage no greater than the Category III Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category III Subaccounts;
 - (d) A percentage no greater than the Category IV Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category IV Subaccounts.

Notwithstanding the above, your purchase payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available, and then transferred to a Model selected by you under (1) above or the subaccounts under (2) above, subject to any restrictions on such transfers as set forth in your contract or any other applicable rider.

If you have the Fixed Accumulation Account Rider with your Contract and (a) if you have chosen investment option (1) above, by allocating your Purchase Payments and/or the Contract Value to an Asset Allocation Model, you may not allocate any portion of a Purchase Payment or the Contract Value to the Fixed Accumulation Account, and (b) if you have chosen investment option (2) above, by allocating your Purchase Payments and/or the Contract Value in accordance with the investment requirements in such subsection, then the Fixed Accumulation Account shall be considered an available investment in Category I and shall be included with the other investment options in Category I when applying the investment restrictions described in subsection (2) (a) above.

By Notice to us, you may modify your purchase payment allocations at any time as long as the new allocations continue to satisfy the investment restrictions in Paragraphs (1) or (2) above.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for purchase payments and/or the rebalancing of your contract to change, unless such request is accompanied by new instructions for allocating purchase payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to make any change in the classification of a subaccount apply to future purchase payments or transfers.

We may limit the availability of any Asset Allocation Model or any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future purchase payments or Contract Value, you will need to provide us updated allocation instructions that comply with paragraph (2) above. If you fail to provide us with new instructions and your allocations of purchase payments or Contract Value violates the investment restrictions, this Rider will be terminated. You may only be in one Asset Allocation Model at a time. Therefore, if an Asset Allocation Model to which your Contract Value is allocated becomes unavailable for the allocation of future purchase payments under this Rider and you wish to make additional purchase payments, you will have to transfer your Contract Value to an Asset Allocation Model that is then available under this Rider or transfer your entire Contract Value into subaccounts that comply with paragraph (2) above.

Transfers required after a variable subaccount or Model becomes unavailable for use with this Rider, will not be assessed a transfer fee.

If you choose to allocate your purchase payments or Contract Value in accordance with Paragraph (2) above, while this Rider is in effect, we will rebalance quarterly the amounts in each individual variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the contract nor transfers will result in a rebalancing on the date of such transaction.

If you choose to allocate your purchase payments or Contract Value to an Asset Allocation Model in accordance with Paragraph (1) above, at the end of each calendar quarter, variable account values allocated within each Model will be rebalanced to maintain the mix of investments in the proportions established for each Model.

Spousal Continuation

If your surviving spouse becomes the sole Owner of the contract upon your death, such surviving spouse shall become the new Annuitant for purposes of this benefit, subject to the following conditions:

If the Annuitant dies before this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after application of the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving spouse will be eligible to enter the Lifetime Withdrawal Period when such surviving spouse reaches the Lifetime Withdrawal Age and the applicable MAW Rate will be based on the surviving spouse's age when the Lifetime Withdrawal Period begins.

If the Annuitant dies after this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the Contract Value (after application of the Death Benefit Adjustment, if any) as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving spouse will not be eligible to re-enter the Lifetime Withdrawal Period until such surviving spouse reaches the Lifetime Withdrawal Age and the applicable MAW Rate will be based on the surviving spouse's age when the surviving spouse re-enters the Lifetime Withdrawal Period.

A **Spousal Continuation** will not affect the value of the RMD for the year of the Annuitant's death. Thereafter, the surviving spouse will be eligible for RMD based upon the surviving spouse's RMD subject to the Notice requirements in the **Required Minimum Distributions** provision. Other than in the case of the permitted **Spousal Continuation**, this Rider will terminate upon your death, unless this Rider is in the Lifetime Annuity Period and you are not the Annuitant, in which case this Rider will continue until the death of the Annuitant.

Furthermore, other than in the case of the permitted **Spousal Continuation**, there is no right to change the Annuitant under this Rider or the contract.

We will only allow one exercise of a **Spousal Continuation** under this Rider.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in effect, until it reaches the Lifetime Annuity Period, we will deduct from your Contract Value a Guaranteed Lifetime Withdrawal Benefit Rider charge for this Rider equal to the product of the Rider Charge Rate and the GLWB Base as of the last Valuation Period immediately preceding the Anniversary of the Rider Date.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page if this Rider was issued at the same time as the contract and the GLWB Base has not yet been increased as a result of an Annual Step-up pursuant to **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision; (b) the applicable rate shown on the corresponding Amendment to your contract if this rider was issued after the Contract Date and the GLWB Base has not yet been increased as a result of an Annual Step-up; or (c) if greater, the rate declared by us at the time of an Annual Step-up. The charge increase at the time of an Annual Step-up will be no greater than the charge for new issues of this Rider form in effect on the date of the Annual Step-up, if such rider form is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page. We also guarantee that the Rider Charge Rate will not increase during the Charge Freeze Period shown on the Contract Specifications Page. Furthermore, you may avoid a Rider Charge Rate increase by declining the Annual Step-up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate. However, if you do so, the Annual Step-ups will cease for the life of this Rider.

The rider charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

In the event that the Annuitant dies, you surrender the contract, this Rider is terminated due to violation of the investment restrictions or you elect to annuitize during any Contract Year, we reserve the right to prorate the annual charge for this Rider that had not yet been assessed prior to the Annuitant's death or annuitization.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an Annual Step-up has occurred).

Addition of Rider

If we so designate, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

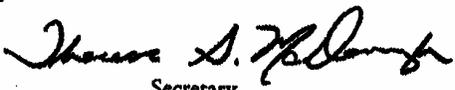
Termination of Rider

You may not cancel this Rider, unless we otherwise agree. This Rider will terminate upon: (a) the date the contract is terminated in accordance with its terms, unless otherwise provided in this Rider, (b) the date of an Excess Withdrawal which reduces the Contract Value to zero, (c) the date on which funds are allocated in a manner that violates the investment restrictions, (d) the commencement of an Annuity Option other than the MAW Annuity, (e) the death of the Annuitant, except in the case of the permitted **Spousal Continuation**, or (f) a transfer or an assignment as described below.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the contract or the benefits under this Rider other than through the permitted Spousal Continuation as set forth in the contract. If you make such a transfer, assignment or conveyance of the contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the contract is held by a trust, in a custodial account or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Guaranteed Lifetime Withdrawal Benefit

Joint Life

This Rider is part of your contract. It is subject to the contract terms. If the terms of this Rider and the contract differ, this Rider controls.

The Rider Date is the date that this Rider becomes effective. If this Rider is issued at the same time as your contract, the Rider Date is the Contract Date shown on the Contract Specifications Page of the contract. If it is issued after your contract, this Rider becomes effective on the Rider Date which must be an anniversary of the Contract Date.

This Rider provides, subject to certain conditions, a guaranteed amount that can be withdrawn each Contract Year, regardless of Contract Value, until this Rider's termination. The Guaranteed Lifetime Withdrawal Benefit (GLWB) will be paid, even if payment of the benefit would reduce the Contract Value below the total minimum contract value required to keep the contract in effect, as stated in the contract.

Rider Definitions

Charge Freeze Period is the period shown on the Contract Specifications Page during which we guarantee that the Rider Charge Rate will not increase above the Base Rider Charge Rate.

Base Rider Charge Rate is the rate shown on the Contract Specifications Page applicable to all Contract Years after the first Contract Year, unless the Rider Charge Rate has been changed pursuant to the **Charge for Rider** provision.

The **Guaranteed Lifetime Withdrawal Benefit Base** (or **GLWB Base**) is the value that is used to determine the Maximum Annual Withdrawal.

The **Lifetime Withdrawal Age** is the age on or after which a withdrawal will trigger the beginning of the Lifetime Withdrawal Period as shown on the Contract Specifications Page.

The **Maximum Annual Withdrawal** (or **MAW**) is the maximum amount that can be withdrawn in any Contract Year during the Lifetime Withdrawal Period without affecting the annual withdrawal guarantees in future Contract Years or the GLWB Base.

An **Annual Step-up** is an increase in the GLWB Base to the then current Contract Value on an Anniversary of the Rider Date. The GLWB Base will continue to be eligible to increase due to an Annual Step-up on each Anniversary of the Rider Date until an Annual Step-up is declined pursuant to the **Charge for Rider** provision.

Participating Spouses are the people upon whose life and age the rider benefits are calculated. This Rider requires that there be two and only two Participating Spouses on the Rider Date and that they be legally married to each other. This Rider further requires that on the Rider Date either (a) the two Participating Spouses are Joint Owners (or beneficial Owners) and the Annuitant is one of the Participating Spouses or (b) one Participating Spouse is an Owner (or beneficial Owner) and Annuitant and the other is the sole Beneficiary. A Participating Spouse only retains such status while he/she is alive and legally married to the other. An Owner who gives up ownership can only maintain the Status of a Participating Spouse if such Owner is or immediately becomes, the sole Beneficiary; likewise, a sole Beneficiary who loses that

designation can only maintain the Status of a Participating Spouse if such sole Beneficiary is or immediately becomes, an Owner. Once a person loses his/her status as a Participating Spouse, it can never be regained. Likewise, no person can become a Participating Spouse after the Rider Date. A sole Owner may remove a sole Beneficiary from Participating Spouse Status by giving Notice to us. If one Participating Spouse is the sole Owner and the Participating Spouses divorce, the non-owner spouse will cease to be a Participating Spouse. If the Participating Spouses are joint owners and they divorce, the non-Annuitant will cease to be a Participating Spouse.

The **Annual Credit Period** is the period during which the Annual Credit GLWB Base is calculated. The initial Annual Credit Period is the period of time from the Rider Date to the [tenth] Anniversary of the Rider Date. If the GLWB Base is increased due to an Annual Step-up, then a new Annual Credit Period is established on the date the GLWB Base is increased and ending on the [tenth] Anniversary of such date.

The **Anniversary of the Rider Date** is any date that shares the same month and day as the Rider Date (provided that if the Rider Date is on February 29th, the Anniversary of the Rider Date in years that do not have a February 29th would be February 28th). If a calculation hereunder is to be made on the Anniversary of the Rider Date, such calculation will be made as of the close of the Valuation Period which includes such Anniversary.

The **Annual Credit Calculation Base** is the amount to which the GLWB Annual Credit Rate is applied in calculating the Annual Credit GLWB Base. At the beginning of the Annual Credit Period, the Annual Credit Calculation Base is set equal to the GLWB Base. The value of the Annual Credit Calculation Base will remain the same for the duration of the Annual Credit Period with the following exceptions:

- (1) If a purchase payment is made to the contract, the Annual Credit Calculation Base will be increased at that time by the amount of the purchase payment.
- (2) If the GLWB Base is adjusted due to an Excess Withdrawal, the Annual Credit Calculation Base will be set equal at that time to the lesser of the then current Annual Credit Calculation Base or the GLWB Base after the adjustment for an Excess Withdrawal described below.

A **Qualified Contract** is a contract issued in compliance with Internal Revenue Code Sections 401, 403, 408 or 408A or any comparable Internal Revenue Code Sections in effect or hereafter enacted.

The **Contract Specifications Pages** are Pages 3 and 4 of the contract if this Rider is issued with the contract, or, Pages 3 and 4 supplemented by the Amendment attached to this Rider if this Rider was subsequently added after the Contract Date.

Calculation of Guaranteed Lifetime Withdrawal Benefit Base

If this Rider is issued at the same time as your contract, the initial GLWB Base is the initial Net Purchase Payment (excluding any extra credits, if applicable). If this Rider is added to the contract on a subsequent anniversary of the Contract Date, the initial GLWB Base is the Contract Value on the Rider Date.

Thereafter, the GLWB Base is calculated as the greater of the Step-up GLWB Base or the Annual Credit GLWB Base, adjusted for the Deferral Credit, if any, except as provided under the **Excess Withdrawals** provision below.

Step-up GLWB Base

The initial Step-up GLWB Base is equal to the initial GLWB Base. Thereafter, except as provided under the **Excess Withdrawals** provision, the Step-up GLWB Base is determined as follows:

- (1) (i) On each day that is not the Anniversary of the Rider Date or (ii) on or after any Anniversary of the Rider Date if an Annual Step-up is or has ever been declined, the Step-up GLWB Base equals (a) + (b) where:
 - (a) is the GLWB Base on the previous day; and
 - (b) is the amount of any Net Purchase Payments (excluding any extra credits, if applicable) credited on that day.

On each Anniversary of the Rider Date unless an Annual Step-up is, or was, declined, the Step-up GLWB Base equals the greater of ((a) or (b)) + (c) where:

- (a) is the GLWB Base on the previous day;
- (b) is the then current Contract Value, after deducting any applicable charges for the contract, this Rider or any other rider, excluding any Net Purchase Payments (excluding any extra credits, if applicable) credited on such Anniversary of the Rider Date; and
- (c) is any Net Purchase Payments (excluding any extra credits, if applicable) credited on such Anniversary of the Rider Date.

Annual Credit GLWB Base

The Annual Credit GLWB Base is only calculated on each Anniversary of the Rider Date during the Annual Credit Period. The Annual Credit GLWB Base at the beginning of any Annual Credit Period is equal to the GLWB Base at the beginning of such period. Thereafter, the Annual Credit GLWB Base is determined as follows:

- (1) On any Anniversary of the Rider Date during the Annual Credit Period, provided that no withdrawals have occurred during the twelve month period that began with the previous Annual Credit Anniversary, the Annual Credit GLWB Base equals (a) + (b) + (c) where:
 - (a) is the GLWB Base on the prior Anniversary of the Rider Date;
 - (b) is the Annual Credit Calculation Base multiplied by the GLWB Annual Credit Rate shown on the Contract Specifications Page; and
 - (c) is the amount of any Net Purchase Payments (excluding any extra credits, if applicable) during the prior Contract Year.
- (2) Except as provided in (1) above, on any other Anniversary of the Rider Date, the Annual Credit GLWB Base is equal to zero.

Deferral Credit

If no withdrawals are taken in the first [10] Contract Years that this Rider is in effect, we will increase the GLWB Base on the [tenth] Anniversary of the Rider Date by (1) minus (2), if greater than zero, where:

(1) is (a) x (b) where:

(a) is the initial GLWB Base plus the total of all subsequent Net Purchase Payments made up to and including the [first] Anniversary of the Rider Date (first Contract Year purchase payments);

(b) is the Deferral Guarantee Percentage shown on the Contract Specifications Page; and

(2) is the total of all first Contract Year purchase payments plus (a) the amount of the Annual Credits to the GLWB Base attributable to the first Contract Year purchase payments; and (b) the full incremental amount of any Annual Step-up in the GLWB Base including the amount of the Annual Credits to the GLWB attributable to any such Annual Step-up, without regard to the Deferral Credit.

Lifetime Withdrawal Period

The first withdrawal made on or following the date that the youngest Participating Spouse reaches the Lifetime Withdrawal Age will trigger the beginning of the Lifetime Withdrawal Period.

On the day that the Lifetime Withdrawal Period begins, the initial MAW Rate will be set to the applicable MAW Rate shown on the Contract Specifications Page based on the age of the youngest Participating Spouse as of that day, and the MAW will be calculated as (a) x (b) where:

(a) is the MAW Rate; and

(b) is the GLWB Base on that day as determined pursuant to the **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision.

Thereafter, during the remainder of the Lifetime Withdrawal Period, the MAW will be determined in accordance with the following rules:

(1) On each Anniversary of the Rider Date that the GLWB Base is increased to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the then current age of the youngest Participating Spouse on such Anniversary of the Rider Date and the MAW will be recalculated to equal (a) x (b) where:

(c) is the recalculated GLWB Base on that day; and

(d) is the new MAW Rate.

(2) On any other date that the GLWB Base is recalculated, the MAW will be reset to equal (a) x (b) where:

(a) is the recalculated GLWB Base on that day; and

(b) is the then existing MAW Rate.

As long as the total withdrawals during a Contract Year do not exceed the MAW, we will waive any Contingent Deferred Sales Charges that may otherwise have been assessed.

This Rider continues in the Lifetime Withdrawal Period until the earlier of:

- (1) the date that this Rider is terminated as described in the **Termination of Rider** provision; or
- (2) the date that this Rider enters the Lifetime Annuity Period.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is made prior to the youngest Participating Spouse reaching the Lifetime Withdrawal Age; or
- (2) it is made during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceed the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW or the RMD, where applicable, is recognized as an Excess Withdrawal; or
- (3) once you have elected RMD treatment, it is deemed to be an Excess Withdrawal under the **Required Minimum Distributions** provision.

Any Excess Withdrawals taken will cause the GLWB Base to be adjusted on that day. The new GLWB Base will be set to equal the lesser of (1) or (2) where:

- (1) equals $(a) \times [1 - (b)/(c)]$ where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals $(a) - (b)$ where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision only applies if your contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this contract.

On or after January 1 of the first calendar year after this Rider becomes effective, you may elect RMD treatment by Notice to us if (1) your contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year and the youngest Participating Spouse, if any, has attained age 59 1/2 in the calendar year. If you die during a contract year for which you have elected RMD treatment and your spouse elects to continue the contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you have elected RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year after you qualify for RMD treatment as described above, you may elect monthly RMD treatment in which case any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for the calendar year of the date you elect the monthly treatment.

Once monthly RMD treatment is elected, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month and the day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day thereafter. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your Participating Spouse continues the contract and this Rider under the permitted **Spousal Continuation** provision, such Participating Spouse may elect, by Notice to us within 30 days of the later of (1) the exercise of the permitted **Spousal Continuation** or (2) the end of the calendar year in which you died, to rescind the election to take RMD treatment and, in that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the MAW. If such Participating Spouse elects to rescind RMD treatment, he or she will be eligible to elect RMD treatment in the future should he or she wish to do so by Notice to us if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment at the time of such election. If the Participating Spouse is qualified for RMD treatment as described in the second paragraph of this provision and he or she does not give us timely Notice to rescind the RMD treatment, he or she will continue with RMD treatment. If the Participating Spouse does not qualify for RMD treatment as described in the second paragraph of this provision, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for, and elects, RMD treatment based on his/her RMD in the next calendar year. Except as noted above for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based upon the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional purchase payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions, including the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Extended Annuitization

If this Rider is in force on the Annuity Payout Date as set forth in your contract, we will delay the Annuity Payout Date until the Contract Date immediately following the Annuitant's 95th birthday for purposes of this Rider only. Any extension of the Annuity Payout Date for purposes of this Rider only shall not affect the termination of, or extend, any death benefit under the contract or any other rider unless otherwise expressly stated in any such rider. On the Contract Date immediately following the Annuitant's 95th birthday, you will be required to (1) enter the **Lifetime Annuity Period**, described below; (2) annuitize the contract using the Contract Value; or (3) terminate the contract and take the Contract Value.

During the extended annuitization period, you may, nevertheless, elect to annuitize or terminate the contract by Notice to us prior to the anniversary of the Contract Date immediately following the Annuitant's 95th birthday.

Lifetime Annuity Period

When this Rider enters the Lifetime Annuity Period, you will immediately receive a payment equal to the excess, if any, of the then current MAW over the total withdrawals already taken during the Contract Year, provided however, that if you are making systematic withdrawals, the payments will continue until the MAW for the Contract Year has been reached. Thereafter, you will begin receiving a lifetime annuity (the "MAW Annuity") on the first day of the month following the first anniversary of the Contract Date in the Lifetime Annuity Period payable until the death of the last surviving Participating Spouse, with monthly payments equal to one-twelfth of the then current MAW.

This Rider will enter the Lifetime Annuity Period on the earlier of:

- (1) the anniversary of the Contract Date immediately following the Annuitant's 95th birthday; or
- (2) the date that the Contract Value is reduced to zero (other than by an Excess Withdrawal).

If your Contract Value goes to zero other than because of an Excess Withdrawal before the Youngest Participating Spouse reaches the Lifetime Withdrawal Age, the Lifetime Annuity Period is deferred until the Youngest Participating Spouse reaches the Lifetime Withdrawal Age.

Once this Rider has entered the Lifetime Annuity Period, the terms of the contract will be adjusted as follows:

- (1) the contract will provide only the benefits provided in this Rider and you will not be able to make any withdrawals other than payments under the MAW Annuity;
- (2) all other riders attached to the contract will terminate unless otherwise expressly stated in any such rider; and
- (3) no additional purchase payments will be accepted.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your contract, as long as this Rider is in force, we reserve the right to not allow any additional purchase payments.

Available Investment Options

While this Rider is in force, your purchase payments and your Contract Value must be allocated in accordance with either Paragraph (1) or (2) below:

- (1) Your purchase payments and your Contract Value must be allocated to one of the available Asset Allocation Models (the "Models") from those offered by us and approved for use with this Rider. You may maintain funds in only one Model at any given time.
- (2) Your purchase payments and your Contract Value must be allocated in accordance with the following investment restrictions:
 - (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts;
 - (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts;

- (c) A percentage no greater than the Category III Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category III Subaccounts;
- (d) A percentage no greater than the Category IV Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category IV Subaccounts.

Notwithstanding the above, your purchase payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available, and then transferred to a Model selected by you under (1) above or the subaccounts under (2) above, subject to any restrictions on such transfers as set forth in your contract or any other applicable rider.

If you have the Fixed Accumulation Account Rider with your Contract and (a) if you have chosen investment option (1) above, by allocating your Purchase Payments and/or the Contract Value to an Asset Allocation Model, you may not allocate any portion of a Purchase Payment or the Contract Value to the Fixed Accumulation Account, and (b) if you have chosen investment option (2) above, by allocating your Purchase Payments and/or the Contract Value in accordance with the investment requirements in such subsection, then the Fixed Accumulation Account shall be considered an available investment in Category I and shall be included with the other investment options in Category I when applying the investment restrictions described in subsection (2) (a) above.

By Notice to us, you may modify your purchase payment allocations at any time as long as the new allocations continue to satisfy the investment restrictions in Paragraphs (1) or (2) above.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for purchase payments and/or the rebalancing of your contract to change, unless such request is accompanied by new instructions for allocating purchase payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to make any change in the classification of a subaccount apply to future purchase payments or transfers.

We may limit the availability of any Asset Allocation Model or any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future purchase payments or Contract Value, you will need to provide us updated allocation instructions that comply with paragraph (2) above. If you fail to provide us with new instructions and your allocations of purchase payments or Contract Value violates the investment restrictions, this Rider will be terminated. You may only be in one Asset Allocation Model at a time. Therefore, if an Asset Allocation Model to which your Contract Value is allocated becomes unavailable for the allocation of future purchase payments under this Rider and you wish to make additional purchase payments, you will have to transfer your Contract Value to an Asset Allocation Model that is then available under this Rider or transfer your entire Contract Value into subaccounts that comply with paragraph (2) above.

Transfers required after a variable subaccount or Model becomes unavailable for use with this Rider, will not be assessed a transfer fee.

If you choose to allocate your purchase payments or Contract Value in accordance with Paragraph (2) above, while this Rider is in effect, we will rebalance quarterly the amounts in each individual variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the contract nor transfers will result in a rebalancing on the date of such transaction.

If you choose to allocate your purchase payments or Contract Value to an Asset Allocation Model in accordance with Paragraph (1) above, at the end of each calendar quarter, variable account values allocated within each Model will be rebalanced to maintain the mix of investments in the proportions established for each Model.

Spousal Continuation

If your surviving Participating Spouse becomes the sole Owner of the contract upon your death, such surviving Participating Spouse shall become the new Annuitant for purposes of this benefit, subject to the following conditions:

If the Annuitant dies before this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after application of the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving Participating Spouse will be eligible to enter the Lifetime Withdrawal Period when such surviving Participating Spouse reaches the Lifetime Withdrawal Age and the applicable MAW Rate will be based on the surviving Participating Spouse's age when the Lifetime Withdrawal Period begins.

If the Annuitant dies after this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after application of the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. If the GLWB Base is increased at your death to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the surviving Participating Spouse's then current age and the MAW will be recalculated to equal (a) x (b) where:

- (a) is the recalculated GLWB Base on that day; and
- (b) is the new MAW Rate.

A **Spousal Continuation** will not affect the value of the RMD for the year of the Annuitant's death. Thereafter, the surviving Participating Spouse will be eligible for RMD based upon the Participating Spouse's RMD subject to the Notice requirements in the **Required Minimum Distributions** provision. Other than in the case of the permitted **Spousal Continuation** by a Participating Spouse, this Rider will terminate upon your death, unless this Rider is in the Lifetime Annuity Period and you are not the Annuitant, in which case this Rider will continue until the death of the Annuitant.

Furthermore, other than in the case of the permitted **Spousal Continuation**, there is no right to change the Annuitant under this Rider or the contract.

We will only allow one exercise of a **Spousal Continuation** under this Rider.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in effect, until it reaches the Lifetime Annuity Period, we will deduct from your Contract Value a Guaranteed Lifetime Withdrawal Benefit Rider charge for this Rider equal to the product of the Rider Charge Rate and the GLWB Base as of the last Valuation Period immediately preceding the Anniversary of the Rider Date

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page if this Rider was issued at the same time as the contract and the GLWB Base has not yet been increased as a result of an Annual Step-up pursuant to **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision; (b) the applicable rate shown on the corresponding Amendment to your contract if this Rider was issued after the Contract Date and the GLWB Base has not yet been increased as a result of an Annual Step-up; or (c) if greater, the rate declared by us at the time of an Annual Step-up. The charge increase at the time of an Annual Step-up will be no greater than the charge for new issues of this Rider form in effect on the date of the Annual Step-up, if such rider form is then offered by us, and will never be more than the Maximum Annual Rider

Charge Rate shown on the Contract Specifications Page. We also guarantee that the Rider Charge Rate will not increase during the Charge Freeze Period shown on the Contract Specifications Page. Furthermore, you may avoid a Rider Charge Rate increase by declining the Annual Step-up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate. However, if you do so, the Annual Step-ups will cease for the life of this Rider.

The rider charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

In the event that the Annuitant dies, you surrender the contract, this Rider is terminated due to violation of the investment restrictions or you elect to annuitize during any Contract Year, we reserve the right to prorate the annual charge for this Rider that had not yet been assessed prior to the Annuitant's death or the annuitization.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an **Annual Step-up** has occurred.)

Addition of Rider

If we so designate, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

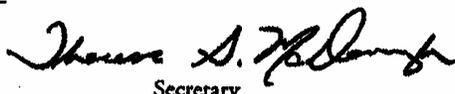
Termination of Rider

You may not cancel this Rider, unless we otherwise agree. This Rider will terminate upon: (a) the date the contract is terminated in accordance with its terms, unless otherwise provided in this Rider, (b) the date of an Excess Withdrawal which reduces the Contract Value to zero, (c) the date on which funds are allocated in a manner that violates the investment restrictions, (d) the commencement of an Annuity Option other than the MAW Annuity, (e) the death of the Annuitant, except in the case of the permitted **Spousal Continuation** or (f) a transfer or an assignment as described below.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the contract or the benefits under this Rider other than through the permitted **Spousal Continuation** as set forth in the contract. If you make such a transfer, assignment or conveyance of the contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the contract is held by a trust, in a custodial account or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Guaranteed Lifetime Withdrawal Benefit

Single Life

This Rider is part of your contract. It is subject to the contract terms. If the terms of this Rider and the contract differ, this Rider controls.

The Rider Date is the date that this Rider becomes effective. If this Rider is issued at the same time as your contract, the Rider Date is the Contract Date shown in the Contract Specifications Page of the contract. If it is issued after your contract, this Rider becomes effective on the Rider Date which must be an anniversary of the Contract Date.

This Rider provides, subject to certain conditions, a guaranteed amount that can be withdrawn each Contract Year, regardless of Contract Value, until this Rider's termination. The Guaranteed Lifetime Withdrawal Benefit (GLWB) will be paid, even if payment of the benefit would reduce the Contract Value below the total minimum contract value required to keep the contract in effect, as stated in the contract.

Rider Definitions

Charge Freeze Period is the period shown on the Contract Specifications Page during which we guarantee that the Rider Charge Rate will not increase above the Base Rider Charge Rate.

Base Rider Charge Rate is the rate shown on the Contract Specifications Page applicable to all Contract Years after the first Contract Year, unless the Rider Charge Rate has been changed pursuant to the **Charge for Rider** provision.

The **Guaranteed Lifetime Withdrawal Benefit Base** (or **GLWB Base**) is the value that is used to determine the Maximum Annual Withdrawal.

The **Lifetime Withdrawal Age** is the age on or after which a withdrawal will trigger the beginning of the Lifetime Withdrawal Period as shown on the Contract Specifications Page.

The **Maximum Annual Withdrawal** (or **MAW**) is the maximum amount that can be withdrawn in any Contract Year during the Lifetime Withdrawal Period without affecting the annual withdrawal guarantees in future Contract Years or the GLWB Base.

An **Annual Step-up** is an increase in the GLWB Base to the then current Contract Value on an Anniversary of the Rider Date. The GLWB Base will continue to be eligible to increase due to an Annual Step-up on each Anniversary of the Rider Date until an Annual Step-up is declined pursuant to the **Charge for Rider** provision.

The **Annual Credit Period** is the period during which the Annual Credit GLWB Base is calculated. The initial Annual Credit Period is the period of time from the Rider Date to the [tenth] Anniversary of the Rider Date. If the GLWB Base is increased due to an Annual Step-up, then a new Annual Credit Period is established on the date the GLWB Base is increased and ending on the [tenth] Anniversary of such date.

The **Anniversary of the Rider Date** is any date that shares the same month and day as the Rider Date (provided that if the Rider Date is on February 29th, the Anniversary of the Rider Date in years that do not have a February 29th would be February 28th). If a calculation hereunder is to be made on the Anniversary of the Rider Date, such calculation will be made as of the close of the Valuation Period which includes such Anniversary.

The **Annual Credit Calculation Base** is the amount to which the Annual Credit Rate is applied in calculating the Annual Credit GLWB Base. At the beginning of the Annual Credit Period, the Annual Credit Calculation Base is set equal to the GLWB Base. The value of the Annual Credit Calculation Base will remain the same for the duration of the Annual Credit Period with the following exceptions:

- (1) If a purchase payment is made to the contract, the Annual Credit Calculation Base will be increased at that time by the amount of the purchase payment.
- (2) If the GLWB Base is adjusted due to an Excess Withdrawal, the Annual Credit Calculation Base will be set equal at that time to the lesser of the then current Annual Credit Calculation Base or the GLWB Base after the adjustment for an Excess Withdrawal described below.

A **Qualified Contract** is a contract issued in compliance with Internal Revenue Code Sections 401, 403, 408 or 408A or any comparable Internal Revenue Code Sections in effect or hereafter enacted.

The **Contract Specifications Pages** are Pages 3 and 4 of the contract if this Rider is issued with the contract, or, Pages 3 and 4 supplemented by the Amendment attached to this Rider if this Rider was subsequently added after the Contract Date.

Calculation of Guaranteed Lifetime Withdrawal Benefit Base

If this Rider is issued at the same time as your contract, the initial GLWB Base is the initial Net Purchase Payment (excluding any extra credits, if applicable). If this Rider is added to the contract on a subsequent anniversary of the Contract Date, the initial GLWB Base is the Contract Value on the Rider Date.

Thereafter, the GLWB Base is calculated as the greater of the Step-up GLWB Base or the Annual Credit GLWB Base, adjusted for the Deferral Credit, if any, except as provided under the **Excess Withdrawals** provision below.

Step-up GLWB Base

The initial Step-up GLWB Base is equal to the initial GLWB Base. Thereafter, except as provided under the **Excess Withdrawals** provision, the Step-up GLWB Base is determined as follows:

- (1) (i) On each day that is not the Anniversary of the Rider Date or (ii) on or after any Anniversary of the Rider Date if an Annual Step-up is or has ever been declined, the Step-up GLWB Base equals (a) + (b) where:
 - (a) is the GLWB Base on the previous day; and
 - (b) is the amount of any Net Purchase Payments (excluding any extra credits, if applicable) credited on that day.
- (2) On each Anniversary of the Rider Date unless an Annual Step-up is, or was, declined, the Step-up GLWB Base equals the greater of ((a) or (b)) + (c) where:
 - (a) is the GLWB Base on the previous day;
 - (b) is the then current Contract Value, after deducting any applicable charges for the contract, this Rider or any other rider, excluding any Net Purchase Payments (excluding any extra credits, if applicable) credited on such Anniversary of the Rider Date; and
 - (c) is any Net Purchase Payments (excluding any extra credits, if applicable) credited on such Anniversary of the Rider Date.

If any Extra Credits included in the Step-up GLWB Base are subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your contract, we reserve the right to deduct the forfeited Extra Credits from the Step-up GLWB Base.

Annual Credit GLWB Base

The Annual Credit GLWB Base is only calculated on each Anniversary of the Rider Date during the Annual Credit Period. The Annual Credit GLWB Base at the beginning of any Annual Credit Period is equal to the GLWB Base at the beginning of such period. Thereafter, the Annual Credit GLWB Base is determined as follows:

- (1) On any Anniversary of the Rider Date during the Annual Credit Period, provided that no withdrawals have occurred during the twelve month period that began with the previous Annual Credit Anniversary, the Annual Credit GLWB Base equals (a) + (b) + (c) where:
 - (a) is the GLWB Base on the prior Anniversary of the Rider Date;
 - (b) is the Annual Credit Calculation Base multiplied by the Annual Credit Rate shown in the Contract Specifications Page; and
 - (c) is the amount of any Net Purchase Payments (excluding any extra credits, if applicable) during the prior Contract Year.
- (2) Except as provided in (1) above, on any other Anniversary of the Rider Date, the Annual Credit GLWB Base is equal to zero.

Deferral Credit

If no withdrawals are taken in the first [10] Contract Years that this Rider is in effect, we will increase the GLWB Base on the [tenth] Anniversary of the Rider Date by (1) minus (2), if greater than zero, where:

- (1) is (a) x (b) where:
 - (a) is the initial GLWB Base plus the total of all subsequent Net Purchase Payments made up to and including the [first] Anniversary of the Rider Date (first Contract Year purchase payments);
 - (b) is the Deferral Guarantee Percentage shown on the Contract Specifications Page; and
- (2) is the total of all first Contract Year purchase payments plus (a) the amount of the Annual Credits to the GLWB Base attributable to the first Contract Year purchase payments; and (b) the full incremental amount of any Annual Step-up in the GLWB Base including the amount of the Annual Credits to the GLWB attributable to any such Annual Step-up, without regard to the Deferral Credit.

Lifetime Withdrawal Period

The first withdrawal made on or following the date that the Annuitant reaches the Lifetime Withdrawal Age will trigger the beginning of the Lifetime Withdrawal Period.

On the day that the Lifetime Withdrawal Period begins, the initial MAW Rate will be set to the applicable MAW Rate shown on the Contract Specifications Page based on the Annuitant's age as of that day, and the MAW will be calculated as (a) x (b) where:

- (a) is the MAW Rate; and
- (b) is the GLWB Base on that day as determined pursuant to the **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision.

Thereafter, during the remainder of the Lifetime Withdrawal Period, the MAW will be determined in accordance with the following rules:

- (1) On each Anniversary of the Rider Date that the GLWB Base is increased to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the Annuitant's then current age on such Anniversary of the Rider Date and the MAW will be recalculated to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the new MAW Rate.
- (2) On any other date that the GLWB Base is recalculated, the MAW will be reset to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the then existing MAW Rate.

As long as the total withdrawals during a Contract Year do not exceed the MAW, we will waive any Contingent Deferred Sales Charges that may otherwise have been assessed.

This Rider continues in the Lifetime Withdrawal Period until the earlier of:

- (1) the date that this Rider is terminated as described in the **Termination of Rider** provision; or
- (2) the date that this Rider enters the Lifetime Annuity Period.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is made prior to the Annuitant reaching the Lifetime Withdrawal Age; or
- (2) it is made during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceed the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW or the RMD, where applicable, is recognized as an Excess Withdrawal; or
- (3) once you have elected RMD treatment, it is deemed to be an Excess Withdrawal under the **Required Minimum Distribution** provision.

Any Excess Withdrawals taken will cause the GLWB Base to be adjusted on that day. The new GLWB Base will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1- (b)/(c)] where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) - (b) where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision only applies if your contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this contract.

On or after January 1 of the first calendar year after this Rider becomes effective, you may elect RMD treatment by Notice to us if (1) your contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year. If you die during a Contract Year for which you have elected RMD treatment and your spouse elects to continue the contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you have elected RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year after you qualify for RMD treatment as described above, you may elect monthly RMD treatment in which case any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for the calendar year of the date you elect the monthly treatment.

Once monthly RMD treatment is elected, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month and the day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day thereafter. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your spouse continues the contract and this Rider under the permitted **Spousal Continuation** provision, such spouse may elect, by Notice to us within 30 days of the later of (1) the exercise of the permitted **Spousal Continuation** or (2) the end of the calendar year in which you died, to rescind the election to take RMD treatment and, in that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the MAW. If such surviving spouse elects to rescind RMD treatment, he or she will be eligible to elect RMD treatment in the future should he or she wish to do so by Notice to us if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment at the time of such election. If the surviving spouse is qualified for RMD treatment as described in the second paragraph of this provision and he or she does not give us timely Notice to rescind the RMD treatment, he or she will continue with RMD treatment. If the surviving spouse does not qualify for RMD treatment as described in the second paragraph of this provision, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for, and elects, RMD treatment, based on his/her RMD in the next calendar year. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based upon the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional purchase payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions, including the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Extended Annuitization

If this Rider is in force on the Annuity Payout Date as set forth in your contract, we will delay the Annuity Payout Date until the Contract Date immediately following the Annuitant's 95th birthday for purposes of this Rider only. Any extension of the Annuity Payout Date for purposes of this Rider only shall not affect the termination of, or extend, any death benefit under the contract or any other rider, unless otherwise expressly stated in any such rider. On the Contract Date immediately following the Annuitant's 95th birthday, you will be required to (1) enter the **Lifetime Annuity Period**, described below; (2) annuitize the contract using the Contract Value; or (3) terminate the contract and take the Contract Value.

During the extended annuitization period, you may, nevertheless, elect to annuitize or terminate the contract by Notice to us prior to the anniversary of the Contract Date immediately following the Annuitant's 95th birthday.

Lifetime Annuity Period

When this Rider enters the Lifetime Annuity Period, you will immediately receive a payment equal to the excess, if any, of the then current MAW over the total withdrawals already taken during the Contract Year, provided however, that if you are making systematic withdrawals, the payments will continue until the MAW for the Contract Year has been reached. Thereafter, you will begin receiving a lifetime annuity (the "MAW Annuity") on the first day of the month following the first anniversary of the Contract Date in the Lifetime Annuity Period payable until the Annuitant's death, with monthly payments equal to one-twelfth of the then current MAW.

This Rider will enter the Lifetime Annuity Period on the earlier of:

- (1) the anniversary of the Contract Date immediately following the Annuitant's 95th birthday; or
- (2) the date that the Contract Value is reduced to zero (other than by an Excess Withdrawal).

If your Contract Value goes to zero other than because of an Excess Withdrawal before the Annuitant reaches the Lifetime Withdrawal Age, the Lifetime Annuity Period is deferred until the Annuitant reaches the Lifetime Withdrawal Age.

Once this Rider has entered the Lifetime Annuity Period, the terms of the contract will be adjusted as follows:

- (1) the contract will provide only the benefits provided in this Rider and you will not be able to make any withdrawals other than payments under the MAW Annuity;
- (2) all other riders attached to the contract will terminate unless otherwise expressly stated in any such rider; and
- (3) no additional purchase payments will be accepted.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your contract, as long as this Rider is in force, we reserve the right to not allow any additional purchase payments.

Available Investment Options

While this Rider is in force, your purchase payments and your Contract Value must be allocated in accordance with either Paragraph (1) or (2) below:

- (1) Your purchase payments and your Contract Value must be allocated to one of the available Asset Allocation Models (the "Models") from those offered by us and approved for use with this Rider. You may maintain funds in only one Model at any given time.
- (2) Your purchase payments and your Contract Value must be allocated in accordance with the following investment restrictions:
 - (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts;
 - (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts;
 - (c) A percentage no greater than the Category III Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category III Subaccounts;
 - (d) A percentage no greater than the Category IV Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category IV Subaccounts.

Notwithstanding the above, your purchase payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available, and then transferred to a Model selected by you under (1) above or the subaccounts under (2) above, subject to any restrictions on such transfers as set forth in your contract or any other applicable rider.

If you have the Fixed Accumulation Account Rider with your Contract and (a) if you have chosen investment option (1) above, by allocating your Purchase Payments and/or the Contract Value to an Asset Allocation Model, you may not allocate any portion of a Purchase Payment or the Contract Value to the Fixed Accumulation Account, and (b) if you have chosen investment option (2) above, by allocating your Purchase Payments and/or the Contract Value in accordance with the investment requirements in such subsection, then the Fixed Accumulation Account shall be considered an available investment in Category I and shall be included with the other investment options in Category I when applying the investment restrictions described in subsection (2) (a) above.

By Notice to us, you may modify your purchase payment allocations at any time as long as the new allocations continue to satisfy the investment restrictions in Paragraphs (1) or (2) above.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for purchase payments and/or the rebalancing of your contract to change, unless such request is accompanied by new instructions for allocating purchase payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to make any change in the classification of a subaccount apply to future purchase payments or transfers.

We may limit the availability of any Asset Allocation Model or any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future purchase payments or Contract Value, you will need to provide us updated allocation instructions that comply with paragraph (2) above. If you fail to provide us with new instructions and your allocations of purchase payments or Contract Value violates the investment restrictions, this Rider will be terminated. You may only be in one Asset Allocation Model at a time. Therefore, if an Asset Allocation Model to which your Contract Value is allocated becomes unavailable for the allocation of future purchase payments under this Rider and you wish to make additional purchase payments, you will have to transfer your Contract Value to an Asset Allocation Model that is then available under this Rider or transfer your entire Contract Value into subaccounts that comply with paragraph (2) above.

Transfers required after a variable subaccount or Model becomes unavailable for use with this Rider, will not be assessed a transfer fee.

If you choose to allocate your purchase payments or Contract Value in accordance with Paragraph (2) above, while this Rider is in effect, we will rebalance quarterly the amounts in each individual variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the contract nor transfers will result in a rebalancing on the date of such transaction.

If you choose to allocate your purchase payments or Contract Value to an Asset Allocation Model in accordance with Paragraph (1) above, at the end of each calendar quarter, variable account values allocated within each Model will be rebalanced to maintain the mix of investments in the proportions established for each Model.

Spousal Continuation

If your surviving spouse becomes the sole Owner of the contract upon your death, such surviving spouse shall become the new Annuitant for purposes of this benefit, subject to the following conditions:

If the Annuitant dies before this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after application of the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving spouse will be eligible to enter the Lifetime Withdrawal Period when such surviving spouse reaches the Lifetime Withdrawal Age and the applicable MAW Rate will be based on the surviving spouse's age when the Lifetime Withdrawal Period begins.

If the Annuitant dies after this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the Contract Value (after application of the Death Benefit Adjustment, if any) as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving spouse will not be eligible to re-enter the Lifetime Withdrawal Period until such surviving spouse reaches the Lifetime Withdrawal Age and the applicable MAW Rate will be based on the surviving spouse's age when the surviving spouse re-enters the Lifetime Withdrawal Period.

A **Spousal Continuation** will not affect the value of the RMD for the year of the Annuitant's death. Thereafter, the surviving spouse will be eligible for RMD based upon the surviving spouse's RMD subject to the Notice requirements in the **Required Minimum Distributions** provision. Other than in the case of the permitted **Spousal Continuation**, this Rider will terminate upon your death, unless this Rider is in the Lifetime Annuity Period and you are not the Annuitant, in which case this Rider will continue until the death of the Annuitant.

Furthermore, other than in the case of the permitted **Spousal Continuation**, there is no right to change the Annuitant under this Rider or the contract.

We will only allow one exercise of a **Spousal Continuation** under this Rider.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in effect, until it reaches the Lifetime Annuity Period, we will deduct from your Contract Value a Guaranteed Lifetime Withdrawal Benefit Rider charge for this Rider equal to the product of the Rider Charge Rate and the GLWB Base as of the last Valuation Period immediately preceding the Anniversary of the Rider Date.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page if this Rider was issued at the same time as the contract and the GLWB Base has not yet been increased as a result of an Annual Step-up pursuant to **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision; (b) the applicable rate shown on the corresponding Amendment to your contract if this rider was issued after the Contract Date and the GLWB Base has not yet been increased as a result of an Annual Step-up; or (c) if greater, the rate declared by us at the time of an Annual Step-up. The charge increase at the time of an Annual Step-up will be no greater than the charge for new issues of this Rider form in effect on the date of the Annual Step-up, if such rider form is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page. We also guarantee that the Rider Charge Rate will not increase during the Charge Freeze Period shown on the Contract Specifications Page. Furthermore, you may avoid a Rider Charge Rate increase by declining the Annual Step-up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate. However, if you do so, the Annual Step-ups will cease for the life of this Rider.

The rider charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

In the event that the Annuitant dies, you surrender the contract, this Rider is terminated due to violation of the investment restrictions or you elect to annuitize during any Contract Year, we reserve the right to prorate the annual charge for this Rider that had not yet been assessed prior to the Annuitant's death or annuitization.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an Annual Step-up has occurred).

Addition of Rider

If we so designate, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

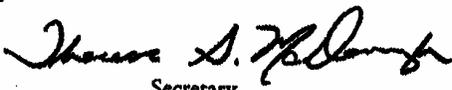
Termination of Rider

You may not cancel this Rider, unless we otherwise agree. This Rider will terminate upon: (a) the date the contract is terminated in accordance with its terms, unless otherwise provided in this Rider, (b) the date of an Excess Withdrawal which reduces the Contract Value to zero, (c) the date on which funds are allocated in a manner that violates the investment restrictions, (d) the commencement of an Annuity Option other than the MAW Annuity, (e) the death of the Annuitant, except in the case of the permitted **Spousal Continuation**, or (f) a transfer or an assignment as described below.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the contract or the benefits under this Rider other than through the permitted Spousal Continuation as set forth in the contract. If you make such a transfer, assignment or conveyance of the contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the contract is held by a trust, in a custodial account or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Guaranteed Lifetime Withdrawal Benefit

Joint Life

This Rider is part of your contract. It is subject to the contract terms. If the terms of this Rider and the contract differ, this Rider controls.

The Rider Date is the date that this Rider becomes effective. If this Rider is issued at the same time as your contract, the Rider Date is the Contract Date shown on the Contract Specifications Page of the contract. If it is issued after your contract, this Rider becomes effective on the Rider Date which must be an anniversary of the Contract Date.

This Rider provides, subject to certain conditions, a guaranteed amount that can be withdrawn each Contract Year, regardless of Contract Value, until this Rider's termination. The Guaranteed Lifetime Withdrawal Benefit (GLWB) will be paid, even if payment of the benefit would reduce the Contract Value below the total minimum contract value required to keep the contract in effect, as stated in the contract.

Rider Definitions

Charge Freeze Period is the period shown on the Contract Specifications Page during which we guarantee that the Rider Charge Rate will not increase above the Base Rider Charge Rate.

Base Rider Charge Rate is the rate shown on the Contract Specifications Page applicable to all Contract Years after the first Contract Year, unless the Rider Charge Rate has been changed pursuant to the **Charge for Rider** provision.

The **Guaranteed Lifetime Withdrawal Benefit Base** (or **GLWB Base**) is the value that is used to determine the Maximum Annual Withdrawal.

The **Lifetime Withdrawal Age** is the age on or after which a withdrawal will trigger the beginning of the Lifetime Withdrawal Period as shown on the Contract Specifications Page.

The **Maximum Annual Withdrawal** (or **MAW**) is the maximum amount that can be withdrawn in any Contract Year during the Lifetime Withdrawal Period without affecting the annual withdrawal guarantees in future Contract Years or the GLWB Base.

An **Annual Step-up** is an increase in the GLWB Base to the then current Contract Value on an Anniversary of the Rider Date. The GLWB Base will continue to be eligible to increase due to an Annual Step-up on each Anniversary of the Rider Date until an Annual Step-up is declined pursuant to the **Charge for Rider** provision.

Participating Spouses are the people upon whose life and age the rider benefits are calculated. This Rider requires that there be two and only two Participating Spouses on the Rider Date and that they be legally married to each other. This Rider further requires that on the Rider Date either (a) the two Participating Spouses are Joint Owners (or beneficial Owners) and the Annuitant is one of the Participating Spouses or (b) one Participating Spouse is an Owner (or beneficial Owner) and Annuitant and the other is the sole Beneficiary. A Participating Spouse only retains such status while he/she is alive and legally married to the other. An Owner who gives up ownership can only maintain the Status of a Participating Spouse if such Owner is or immediately becomes, the sole Beneficiary; likewise, a sole Beneficiary who loses that

designation can only maintain the Status of a Participating Spouse if such sole Beneficiary is or immediately becomes, an Owner. Once a person loses his/her status as a Participating Spouse, it can never be regained. Likewise, no person can become a Participating Spouse after the Rider Date. A sole Owner may remove a sole Beneficiary from Participating Spouse Status by giving Notice to us. If one Participating Spouse is the sole Owner and the Participating Spouses divorce, the non-owner spouse will cease to be a Participating Spouse. If the Participating Spouses are joint owners and they divorce, the non-Annuitant will cease to be a Participating Spouse.

The **Annual Credit Period** is the period during which the Annual Credit GLWB Base is calculated. The initial Annual Credit Period is the period of time from the Rider Date to the [tenth] Anniversary of the Rider Date. If the GLWB Base is increased due to an Annual Step-up, then a new Annual Credit Period is established on the date the GLWB Base is increased and ending on the [tenth] Anniversary of such date.

The **Anniversary of the Rider Date** is any date that shares the same month and day as the Rider Date (provided that if the Rider Date is on February 29th, the Anniversary of the Rider Date in years that do not have a February 29th would be February 28th). If a calculation hereunder is to be made on the Anniversary of the Rider Date, such calculation will be made as of the close of the Valuation Period which includes such Anniversary.

The **Annual Credit Calculation Base** is the amount to which the GLWB Annual Credit Rate is applied in calculating the Annual Credit GLWB Base. At the beginning of the Annual Credit Period, the Annual Credit Calculation Base is set equal to the GLWB Base. The value of the Annual Credit Calculation Base will remain the same for the duration of the Annual Credit Period with the following exceptions:

- (1) If a purchase payment is made to the contract, the Annual Credit Calculation Base will be increased at that time by the amount of the purchase payment.
- (2) If the GLWB Base is adjusted due to an Excess Withdrawal, the Annual Credit Calculation Base will be set equal at that time to the lesser of the then current Annual Credit Calculation Base or the GLWB Base after the adjustment for an Excess Withdrawal described below.

A **Qualified Contract** is a contract issued in compliance with Internal Revenue Code Sections 401, 403, 408 or 408A or any comparable Internal Revenue Code Sections in effect or hereafter enacted.

The **Contract Specifications Pages** are Pages 3 and 4 of the contract if this Rider is issued with the contract, or, Pages 3 and 4 supplemented by the Amendment attached to this Rider if this Rider was subsequently added after the Contract Date.

Calculation of Guaranteed Lifetime Withdrawal Benefit Base

If this Rider is issued at the same time as your contract, the initial GLWB Base is the initial Net Purchase Payment (excluding any extra credits, if applicable). If this Rider is added to the contract on a subsequent anniversary of the Contract Date, the initial GLWB Base is the Contract Value on the Rider Date.

Thereafter, the GLWB Base is calculated as the greater of the Step-up GLWB Base or the Annual Credit GLWB Base, adjusted for the Deferral Credit, if any, except as provided under the **Excess Withdrawals** provision below.

Step-up GLWB Base

The initial Step-up GLWB Base is equal to the initial GLWB Base. Thereafter, except as provided under the **Excess Withdrawals** provision, the Step-up GLWB Base is determined as follows:

- (1) (i) On each day that is not the Anniversary of the Rider Date or (ii) on or after any Anniversary of the Rider Date if an Annual Step-up is or has ever been declined, the Step-up GLWB Base equals (a) + (b) where:
 - (a) is the GLWB Base on the previous day; and
 - (b) is the amount of any Net Purchase Payments (excluding any extra credits, if applicable) credited on that day.

On each Anniversary of the Rider Date unless an Annual Step-up is, or was, declined, the Step-up GLWB Base equals the greater of ((a) or (b)) + (c) where:

- (a) is the GLWB Base on the previous day;
- (b) is the then current Contract Value, after deducting any applicable charges for the contract, this Rider or any other rider, excluding any Net Purchase Payments (excluding any extra credits, if applicable) credited on such Anniversary of the Rider Date; and
- (c) is any Net Purchase Payments (excluding any extra credits, if applicable) credited on such Anniversary of the Rider Date.

If any Extra Credits included in the Step-up GLWB Base are subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your contract, we reserve the right to deduct the forfeited Extra Credits from the Step-up GLWB Base.

Annual Credit GLWB Base

The Annual Credit GLWB Base is only calculated on each Anniversary of the Rider Date during the Annual Credit Period. The Annual Credit GLWB Base at the beginning of any Annual Credit Period is equal to the GLWB Base at the beginning of such period. Thereafter, the Annual Credit GLWB Base is determined as follows:

- (1) On any Anniversary of the Rider Date during the Annual Credit Period, provided that no withdrawals have occurred during the twelve month period that began with the previous Annual Credit Anniversary, the Annual Credit GLWB Base equals (a) + (b) + (c) where:
 - (a) is the GLWB Base on the prior Anniversary of the Rider Date;
 - (b) is the Annual Credit Calculation Base multiplied by the GLWB Annual Credit Rate shown on the Contract Specifications Page; and
 - (c) is the amount of any Net Purchase Payments (excluding any extra credits, if applicable) during the prior Contract Year.
- (2) Except as provided in (1) above, on any other Anniversary of the Rider Date, the Annual Credit GLWB Base is equal to zero.

Deferral Credit

If no withdrawals are taken in the first [10] Contract Years that this Rider is in effect, we will increase the GLWB Base on the [tenth] Anniversary of the Rider Date by (1) minus (2), if greater than zero, where:

(1) is (a) x (b) where:

(a) is the initial GLWB Base plus the total of all subsequent Net Purchase Payments made up to and including the [first] Anniversary of the Rider Date (first Contract Year purchase payments);

(b) is the Deferral Guarantee Percentage shown on the Contract Specifications Page; and

(2) is the total of all first Contract Year purchase payments plus (a) the amount of the Annual Credits to the GLWB Base attributable to the first Contract Year purchase payments; and (b) the full incremental amount of any Annual Step-up in the GLWB Base including the amount of the Annual Credits to the GLWB attributable to any such Annual Step-up, without regard to the Deferral Credit.

Lifetime Withdrawal Period

The first withdrawal made on or following the date that the youngest Participating Spouse reaches the Lifetime Withdrawal Age will trigger the beginning of the Lifetime Withdrawal Period.

On the day that the Lifetime Withdrawal Period begins, the initial MAW Rate will be set to the applicable MAW Rate shown on the Contract Specifications Page based on the age of the youngest Participating Spouse as of that day, and the MAW will be calculated as (a) x (b) where:

(a) is the MAW Rate; and

(b) is the GLWB Base on that day as determined pursuant to the **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision.

Thereafter, during the remainder of the Lifetime Withdrawal Period, the MAW will be determined in accordance with the following rules:

(1) On each Anniversary of the Rider Date that the GLWB Base is increased to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the then current age of the youngest Participating Spouse on such Anniversary of the Rider Date and the MAW will be recalculated to equal (a) x (b) where:

(c) is the recalculated GLWB Base on that day; and

(d) is the new MAW Rate.

(2) On any other date that the GLWB Base is recalculated, the MAW will be reset to equal (a) x (b) where:

(a) is the recalculated GLWB Base on that day; and

(b) is the then existing MAW Rate.

As long as the total withdrawals during a Contract Year do not exceed the MAW, we will waive any Contingent Deferred Sales Charges that may otherwise have been assessed.

This Rider continues in the Lifetime Withdrawal Period until the earlier of:

- (1) the date that this Rider is terminated as described in the **Termination of Rider** provision; or
- (2) the date that this Rider enters the Lifetime Annuity Period.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is made prior to the youngest Participating Spouse reaching the Lifetime Withdrawal Age; or
- (2) it is made during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceed the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW or the RMD, where applicable, is recognized as an Excess Withdrawal; or
- (3) once you have elected RMD treatment, it is deemed to be an Excess Withdrawal under the **Required Minimum Distributions** provision.

Any Excess Withdrawals taken will cause the GLWB Base to be adjusted on that day. The new GLWB Base will be set to equal the lesser of (1) or (2) where:

- (1) equals $(a) \times [1 - (b)/(c)]$ where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals $(a) - (b)$ where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision only applies if your contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this contract.

On or after January 1 of the first calendar year after this Rider becomes effective, you may elect RMD treatment by Notice to us if (1) your contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year and the youngest Participating Spouse, if any, has attained age 59 1/2 in the calendar year. If you die during a contract year for which you have elected RMD treatment and your spouse elects to continue the contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you have elected RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year after you qualify for RMD treatment as described above, you may elect monthly RMD treatment in which case any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for the calendar year of the date you elect the monthly treatment.

Once monthly RMD treatment is elected, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month and the day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day thereafter. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your Participating Spouse continues the contract and this Rider under the permitted **Spousal Continuation** provision, such Participating Spouse may elect, by Notice to us within 30 days of the later of (1) the exercise of the permitted **Spousal Continuation** or (2) the end of the calendar year in which you died, to rescind the election to take RMD treatment and, in that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the MAW. If such Participating Spouse elects to rescind RMD treatment, he or she will be eligible to elect RMD treatment in the future should he or she wish to do so by Notice to us if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment at the time of such election. If the Participating Spouse is qualified for RMD treatment as described in the second paragraph of this provision and he or she does not give us timely Notice to rescind the RMD treatment, he or she will continue with RMD treatment. If the Participating Spouse does not qualify for RMD treatment as described in the second paragraph of this provision, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for, and elects, RMD treatment based on his/her RMD in the next calendar year. Except as noted above for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based upon the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional purchase payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions, including the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Extended Annuitization

If this Rider is in force on the Annuity Payout Date as set forth in your contract, we will delay the Annuity Payout Date until the Contract Date immediately following the Annuitant's 95th birthday for purposes of this Rider only. Any extension of the Annuity Payout Date for purposes of this Rider only shall not affect the termination of, or extend, any death benefit under the contract or any other rider unless otherwise expressly stated in any such rider. On the Contract Date immediately following the Annuitant's 95th birthday, you will be required to (1) enter the **Lifetime Annuity Period**, described below; (2) annuitize the contract using the Contract Value; or (3) terminate the contract and take the Contract Value.

During the extended annuitization period, you may, nevertheless, elect to annuitize or terminate the contract by Notice to us prior to the anniversary of the Contract Date immediately following the Annuitant's 95th birthday.

Lifetime Annuity Period

When this Rider enters the Lifetime Annuity Period, you will immediately receive a payment equal to the excess, if any, of the then current MAW over the total withdrawals already taken during the Contract Year, provided however, that if you are making systematic withdrawals, the payments will continue until the MAW for the Contract Year has been reached. Thereafter, you will begin receiving a lifetime annuity (the "MAW Annuity") on the first day of the month following the first anniversary of the Contract Date in the Lifetime Annuity Period payable until the death of the last surviving Participating Spouse, with monthly payments equal to one-twelfth of the then current MAW.

This Rider will enter the Lifetime Annuity Period on the earlier of:

- (1) the anniversary of the Contract Date immediately following the Annuitant's 95th birthday; or
- (2) the date that the Contract Value is reduced to zero (other than by an Excess Withdrawal).

If your Contract Value goes to zero other than because of an Excess Withdrawal before the Youngest Participating Spouse reaches the Lifetime Withdrawal Age, the Lifetime Annuity Period is deferred until the Youngest Participating Spouse reaches the Lifetime Withdrawal Age.

Once this Rider has entered the Lifetime Annuity Period, the terms of the contract will be adjusted as follows:

- (1) the contract will provide only the benefits provided in this Rider and you will not be able to make any withdrawals other than payments under the MAW Annuity;
- (2) all other riders attached to the contract will terminate unless otherwise expressly stated in any such rider; and
- (3) no additional purchase payments will be accepted.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your contract, as long as this Rider is in force, we reserve the right to not allow any additional purchase payments.

Available Investment Options

While this Rider is in force, your purchase payments and your Contract Value must be allocated in accordance with either Paragraph (1) or (2) below:

- (1) Your purchase payments and your Contract Value must be allocated to one of the available Asset Allocation Models (the "Models") from those offered by us and approved for use with this Rider. You may maintain funds in only one Model at any given time.
- (2) Your purchase payments and your Contract Value must be allocated in accordance with the following investment restrictions:
 - (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts;

- (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts;
- (c) A percentage no greater than the Category III Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category III Subaccounts;
- (d) A percentage no greater than the Category IV Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category IV Subaccounts.

Notwithstanding the above, your purchase payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available, and then transferred to a Model selected by you under (1) above or the subaccounts under (2) above, subject to any restrictions on such transfers as set forth in your contract or any other applicable rider.

If you have the Fixed Accumulation Account Rider with your Contract and (a) if you have chosen investment option (1) above, by allocating your Purchase Payments and/or the Contract Value to an Asset Allocation Model, you may not allocate any portion of a Purchase Payment or the Contract Value to the Fixed Accumulation Account, and (b) if you have chosen investment option (2) above, by allocating your Purchase Payments and/or the Contract Value in accordance with the investment requirements in such subsection, then the Fixed Accumulation Account shall be considered an available investment in Category I and shall be included with the other investment options in Category I when applying the investment restrictions described in subsection (2) (a) above.

By Notice to us, you may modify your purchase payment allocations at any time as long as the new allocations continue to satisfy the investment restrictions in Paragraphs (1) or (2) above.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for purchase payments and/or the rebalancing of your contract to change, unless such request is accompanied by new instructions for allocating purchase payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to make any change in the classification of a subaccount apply to future purchase payments or transfers.

We may limit the availability of any Asset Allocation Model or any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future purchase payments or Contract Value, you will need to provide us updated allocation instructions that comply with paragraph (2) above. If you fail to provide us with new instructions and your allocations of purchase payments or Contract Value violates the investment restrictions, this Rider will be terminated. You may only be in one Asset Allocation Model at a time. Therefore, if an Asset Allocation Model to which your Contract Value is allocated becomes unavailable for the allocation of future purchase payments under this Rider and you wish to make additional purchase payments, you will have to transfer your Contract Value to an Asset Allocation Model that is then available under this Rider or transfer your entire Contract Value into subaccounts that comply with paragraph (2) above.

Transfers required after a variable subaccount or Model becomes unavailable for use with this Rider, will not be assessed a transfer fee.

If you choose to allocate your purchase payments or Contract Value in accordance with Paragraph (2) above, while this Rider is in effect, we will rebalance quarterly the amounts in each individual variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the contract nor transfers will result in a rebalancing on the date of such transaction.

If you choose to allocate your purchase payments or Contract Value to an Asset Allocation Model in accordance with Paragraph (1) above, at the end of each calendar quarter, variable account values allocated within each Model will be rebalanced to maintain the mix of investments in the proportions established for each Model.

Spousal Continuation

If your surviving Participating Spouse becomes the sole Owner of the contract upon your death, such surviving Participating Spouse shall become the new Annuitant for purposes of this benefit, subject to the following conditions:

If the Annuitant dies before this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after application of the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving Participating Spouse will be eligible to enter the Lifetime Withdrawal Period when such surviving Participating Spouse reaches the Lifetime Withdrawal Age and the applicable MAW Rate will be based on the surviving Participating Spouse's age when the Lifetime Withdrawal Period begins.

If the Annuitant dies after this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after application of the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. If the GLWB Base is increased at your death to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the surviving Participating Spouse's then current age and the MAW will be recalculated to equal (a) x (b) where:

- (a) is the recalculated GLWB Base on that day; and
- (b) is the new MAW Rate.

A **Spousal Continuation** will not affect the value of the RMD for the year of the Annuitant's death. Thereafter, the surviving Participating Spouse will be eligible for RMD based upon the Participating Spouse's RMD subject to the Notice requirements in the **Required Minimum Distributions** provision. Other than in the case of the permitted **Spousal Continuation** by a Participating Spouse, this Rider will terminate upon your death, unless this Rider is in the Lifetime Annuity Period and you are not the Annuitant, in which case this Rider will continue until the death of the Annuitant.

Furthermore, other than in the case of the permitted **Spousal Continuation**, there is no right to change the Annuitant under this Rider or the contract.

We will only allow one exercise of a **Spousal Continuation** under this Rider.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in effect, until it reaches the Lifetime Annuity Period, we will deduct from your Contract Value a Guaranteed Lifetime Withdrawal Benefit Rider charge for this Rider equal to the product of the Rider Charge Rate and the GLWB Base as of the last Valuation Period immediately preceding the Anniversary of the Rider Date

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page if this Rider was issued at the same time as the contract and the GLWB Base has not yet been increased as a result of an Annual Step-up pursuant to **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision; (b) the applicable rate shown on the corresponding Amendment to your contract if this Rider was issued after the Contract Date and the GLWB Base has not yet been increased as a result of an Annual Step-up; or (c) if greater, the rate declared by us at the time of an Annual Step-up. The charge increase at the time of an Annual Step-up will be no greater than the charge for new issues of this Rider form in effect on the date of the Annual Step-up, if such rider form is then offered by us, and will never be more than the Maximum Annual Rider

Charge Rate shown on the Contract Specifications Page. We also guarantee that the Rider Charge Rate will not increase during the Charge Freeze Period shown on the Contract Specifications Page. Furthermore, you may avoid a Rider Charge Rate increase by declining the Annual Step-up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate. However, if you do so, the Annual Step-ups will cease for the life of this Rider.

The rider charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

In the event that the Annuitant dies, you surrender the contract, this Rider is terminated due to violation of the investment restrictions or you elect to annuitize during any Contract Year, we reserve the right to prorate the annual charge for this Rider that had not yet been assessed prior to the Annuitant's death or the annuitization.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an **Annual Step-up** has occurred.)

Addition of Rider

If we so designate, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

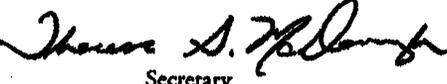
Termination of Rider

You may not cancel this Rider, unless we otherwise agree. This Rider will terminate upon: (a) the date the contract is terminated in accordance with its terms, unless otherwise provided in this Rider, (b) the date of an Excess Withdrawal which reduces the Contract Value to zero, (c) the date on which funds are allocated in a manner that violates the investment restrictions, (d) the commencement of an Annuity Option other than the MAW Annuity, (e) the death of the Annuitant, except in the case of the permitted **Spousal Continuation** or (f) a transfer or an assignment as described below.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the contract or the benefits under this Rider other than through the permitted **Spousal Continuation** as set forth in the contract. If you make such a transfer, assignment or conveyance of the contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the contract is held by a trust, in a custodial account or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Premium Protection Death Benefit

Single Life

This rider is part of your contract. It is subject to the contract terms. If the terms of this rider and the contract differ, this rider controls. This rider is only available if, as of the Effective Date, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) (Single Life) Rider** is also attached to, and made part of, your contract.

As long as this rider remains in force, the following **Guaranteed Death Benefit Amount** provision is added to, and made part of, your contract as a subheading under, and at the end of, the **Guaranteed Minimum Death Benefit Amount** provision.

Terms used in this Rider have the same meaning as in the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)**

Guaranteed Death Benefit Amount

The Death Benefit Adjustment will be based upon the GLWB Death Benefit Amount described below unless the contract or another rider attached to, and made part of the contract, results in a higher Death Benefit Adjustment.

GLWB Death Benefit Amount. If this Rider is issued at the same time as your contract, the initial GLWB Death Benefit Amount is equal to your initial Purchase Payment (excluding any extra credits, if applicable). If this Rider is added on a subsequent anniversary, the initial GLWB Death Benefit Amount is the Contract Value on the Rider Date. Thereafter, except as provided under the **Excess Withdrawal** provision below, the GLWB Death Benefit Amount equals (a) + (b) – (c) where:

- (a) is the GLWB Death Benefit Amount on the previous day;
- (b) is the amount of any purchase payments (excluding any extra credits, if applicable) made on that day;
and
- (c) is the dollar amount of any withdrawals taken on that day that are not Excess Withdrawals.

If the GLWB Rider is extended under the **Extended Annuitization** provision of the GLWB Rider, this Rider will also be extended for the same period, unless otherwise terminated under the **Termination of Rider** provision of this Rider. In addition, if the GLWB Death Benefit is greater than zero when the GLWB Rider enters the Lifetime Annuity Period, it will continue effective, but will be reduced by the dollar amount of each MAW Annuity payment.

In the case of a Spousal Continuation, the GLWB Death Benefit Amount will initially be set equal to the Contract Value (after the application of the Death Benefit Adjustment, if any) if greater than the then current GLWB Death Benefit. We will only allow one exercise of spousal continuation for this Rider.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is taken prior to the Annuitant reaching the Lifetime Withdrawal Age; or
- (2) it is taken during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceeds the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW, is recognized as an Excess Withdrawal; and
- (3) once you have elected RMD treatment, it is deemed an Excess Withdrawal under the Required Minimum Distribution provision below.

Any Excess Withdrawals taken will cause the GLWB Death Benefit to be adjusted on that day. The new GLWB Death Benefit will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1-(b)/(c)] where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) – (b) where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Effective Date

If this rider is issued with your contract, this Rider becomes effective on the Contract Date shown on the Contract Specifications Page 3 of the contract.

In our sole discretion, we may determine that this rider may be added to previously issued contracts. In such an event, this Rider may be added only on an anniversary of the Contract Date, as long as the **Guaranteed Lifetime Withdrawal Benefit Rider** is also attached to, and made part of, the contract prior to, or on, the Guaranteed Death Benefit Rider Date (a subsequent anniversary of the Contract Date on which this rider is added as shown in a corresponding Amendment to the contract).

Required Minimum Distributions

This provision only applies if your contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this contract.

On or after January 1 of the first calendar year after your contract was issued, you may elect RMD treatment by Notice to us if (1) your contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70½. If you die during a Contract Year for which you have elected RMD treatment and your spouse elects to continue the contract and this rider as a spousal continuation, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you have elected RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any subsequent calendar year, you may elect monthly RMD treatment in which case any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for the calendar year of the date you elect the monthly treatment.

Once monthly RMD treatment is elected, monthly withdrawals must continue until the contract terminates. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month and the day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day thereafter. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your spouse continues the contract and this rider under the spousal continuation provisions, such spouse may elect, by Notice to us within 30 days of the later of (1) the exercise of the spousal continuation or (2) the end of the calendar year in which you died, to rescind the election to take RMD treatment and, in that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the MAW. If such surviving spouse elects to rescind RMD treatment, he or she will be eligible to elect RMD treatment in the future should he or she wish to do so by Notice to us if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment at the time of such election. If the surviving spouse is qualified for RMD treatment as described in the second paragraph of this provision and he or she does not give us timely Notice to rescind the RMD treatment, he or she will continue with RMD treatment. If the surviving spouse does not qualify for RMD treatment as described in the second paragraph of this provision, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for, and elects, RMD treatment, based on his/her RMD in the next calendar year. Except as noted above for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon a spousal continuation is based upon the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional purchase payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions, including the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your contract, as long as this Rider is in force, we reserve the right to not allow any additional purchase payments.

Charge for Rider

On each Anniversary of the Rider Date that this rider is in force, we will deduct from your Contract Value a Guaranteed Death Benefit Rider Charge equal to the product of the Guaranteed Death Benefit Rider Charge Rate and the Guaranteed Death Benefit Amount.

The Rider Charge Rate is (1) the applicable rate shown on the Contract Specifications Page, if the rider was issued at the same time as the contract; or (2) the applicable rate shown on the corresponding Amendment to your contract, if the rider was issued after the Contract Date. The Rider Charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against the amount allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

In the event that the Annuitant dies, you surrender the contract, this rider is terminated due to the termination of the GLWB Rider or you elect to annuitize during any Contract Year, we reserve the right to prorate the annual charge for this Rider that had not yet been assessed prior to any such events.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher.

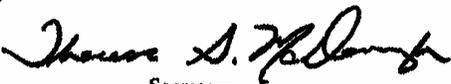
Termination of Rider

You may not cancel this rider, unless we otherwise agree. This rider will terminate upon: (a) the date the contract is terminated in accordance with its terms, unless otherwise provided in this rider, (b) the date the GLWB Death Benefit Amount is reduced to zero, (c) the date of an Excess Withdrawal which reduces the Contract Value to zero, (d) the date on which the GLWB Rider terminates, (e) the commencement of an Annuity Option other than the MAW Annuity, (f) a transfer or an assignment as described below, or (g) the death of the Annuitant, except in the case of Spousal Continuation.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the contract or the benefits under this rider other than through a spousal continuation as set forth in the contract. If you make such a transfer, assignment, or conveyance of the contract or the benefits under this rider, this rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the contract is held by a trust, in a custodial account, or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Premium Protection Death Benefit

Joint Life

This rider is part of your contract. It is subject to the contract terms. If the terms of this rider and the contract differ, this rider controls. This rider is only available if, as of the Effective Date, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) (Joint Life) Rider** is also attached to, and made part of, your contract.

As long as this rider remains in force, the following **Guaranteed Death Benefit Amount** provision is added to, and made part of, your contract as a subheading under, and at the end of, the **Guaranteed Minimum Death Benefit Amount** provision.

Terms used in this Rider have the same meaning as in the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)**

Guaranteed Death Benefit Amount

The Death Benefit Adjustment will be based upon the GLWB Death Benefit Amount described below unless the contract or another rider attached to, and made part of the contract, results in a higher Death Benefit Adjustment.

GLWB Death Benefit Amount. If this Rider is issued at the same time as your contract, the initial GLWB Death Benefit Amount is equal to your initial Purchase Payment (excluding any extra credits, if applicable). If this Rider is added on a subsequent anniversary, the initial GLWB Death Benefit Amount is the Contract Value on the Rider Date. Thereafter, except as provided under the **Excess Withdrawal** provision below, the GLWB Death Benefit Amount equals (a) + (b) – (c) where:

- (a) is the GLWB Death Benefit Amount on the previous day;
- (b) is the amount of any purchase payments (excluding any extra credits, if applicable) made on that day;
and
- (c) is the dollar amount of any withdrawals taken on that day that are not Excess Withdrawals.

If the GLWB Rider is extended under the **Extended Annuitization** provision of the GLWB Rider, this Rider will also be extended for the same period, unless otherwise terminated under the **Termination of Rider** provision of this Rider. In addition, if the GLWB Death Benefit is greater than zero when the GLWB Rider enters the Lifetime Annuity Period, it will continue effective, but will be reduced by the dollar amount of each MAW Annuity payment.

In the case of a Spousal Continuation, the GLWB Death Benefit Amount will initially be set equal to the Contract Value (after the application of the Death Benefit Adjustment, if any) if greater than the then current GLWB Death Benefit. We will only allow one exercise of spousal continuation for this Rider.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is taken prior to the youngest Participating Spouse reaching the Lifetime Withdrawal Age; or
- (2) it is taken during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceeds the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW, is recognized as an Excess Withdrawal; and
- (3) once you have elected RMD treatment, it is deemed an Excess Withdrawal under the Required Minimum Distribution provision below.

Any Excess Withdrawals taken will cause the GLWB Death Benefit to be adjusted on that day. The new GLWB Death Benefit will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1-(b)/(c)] where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) – (b) where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Effective Date

If this rider is issued with your contract, this Rider becomes effective on the Contract Date shown in the Contract Specifications Page 3 of the contract.

In our sole discretion, we may determine that this rider may be added to previously issued contracts. In such an event, this Rider may be added only on an anniversary of the Contract Date, as long as the **Guaranteed Lifetime Withdrawal Benefit Rider** is also attached to, and made part of, the contract prior to, or on, the Guaranteed Death Benefit Rider Date (a subsequent anniversary of the Contract Date on which this rider is added as shown in a corresponding Amendment to the contract).

Required Minimum Distributions

This provision only applies if your contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this contract.

On or after January 1 of the first calendar year after your contract was issued, you may elect RMD treatment by Notice to us if (1) your contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 and the youngest Participating Spouse, has attained the age of 59 1/2. If you die during a Contract Year for which you have elected RMD treatment and the youngest Participating Spouse elects to continue the contract and this rider as a spousal continuation, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you have elected RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any subsequent calendar year, you may elect monthly RMD treatment in which case any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for the calendar year of the date you elect the monthly treatment.

Once monthly RMD treatment is elected, monthly withdrawals must continue until the contract terminates. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month and the day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day thereafter. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your Participating Spouse continues the contract and this rider under the spousal continuation provisions, such Participating Spouse may elect, by Notice to us within 30 days of the later of (1) the exercise of the spousal continuation or (2) the end of the calendar year in which you died, to rescind the election to take RMD treatment and, in that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the MAW. If such surviving Participating Spouse elects to rescind RMD treatment, he or she will be eligible to elect RMD treatment in the future should he or she wish to do so by Notice to us if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment at the time of such election. If the surviving Participating Spouse is qualified for RMD treatment as described in the second paragraph of this provision and he or she does not give us timely Notice to rescind the RMD treatment, he or she will continue with RMD treatment. If the surviving Participating Spouse does not qualify for RMD treatment as described in the second paragraph of this provision, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for, and elects, RMD treatment, based on his/her RMD in the next calendar year. Except as noted above for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon a spousal continuation is based upon the required minimum distributions for the deceased Participating Spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional purchase payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions, including the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your contract, as long as this Rider is in force, we reserve the right to not allow any additional purchase payments.

Charge for Rider

On each Anniversary of the Rider Date that this rider is in force, we will deduct from your Contract Value a Guaranteed Death Benefit Rider Charge equal to the product of the Guaranteed Death Benefit Rider Charge Rate and the Guaranteed Death Benefit Amount.

The Rider Charge Rate is (1) the applicable rate shown on the Contract Specifications Page, if the rider was issued at the same time as the contract; or (2) the applicable rate shown on the corresponding Amendment to your contract, if the rider was issued after the Contract Date. The Rider Charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against the amount allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

In the event that the Annuitant dies, you surrender the contract, this rider is terminated due to termination of the GLWB Rider or you elect to annuitize during any Contract Year, we reserve the right to prorate the annual charge for this rider that had not yet been assessed prior to any such events.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher.

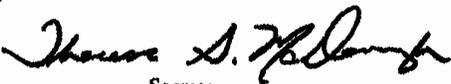
Termination of Rider

You may not cancel this rider, unless we otherwise agree. This rider will terminate upon: (a) the date the contract is terminated in accordance with its terms, unless otherwise provided in this rider, (b) the date the GLWB Death Benefit Amount is reduced to zero, (c) the date of an Excess Withdrawal which reduces the Contract Value to zero, (d) the date on which the GLWB Rider terminates, (e) the commencement of an Annuity Option other than the MAW Annuity, (f) a transfer or an assignment as described below, or (g) the death of the Annuitant, except in the case of Spousal Continuation.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the contract or the benefits under this rider other than through a spousal continuation as set forth in the contract. If you make such a transfer, assignment, or conveyance of the contract or the benefits under this rider, this rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the contract is held by a trust, in a custodial account, or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Premium Protection Plus Death Benefit

Single Life

This rider is part of your contract. It is subject to the contract terms. If the terms of this rider and the contract differ, this rider controls. This rider is only available if, as of the Effective Date, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)** is also attached to, and made part of, your contract.

As long as this rider remains in force, the following **Guaranteed Death Benefit Amount** provision is added to, and made part of, your contract as a subheading under, and at the end of, the **Guaranteed Minimum Death Benefit Amount** provision.

Terms used in this Rider have the same meaning as in the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)**

Guaranteed Death Benefit Amount

The Death Benefit Adjustment will be based upon the GLWB Death Benefit Amount described below unless the contract or another rider attached to, and made part of the contract, results in a higher Death Benefit Adjustment.

GLWB Death Benefit Amount. If this Rider is issued at the same time as your contract, the initial GLWB Death Benefit Amount is equal to your initial Purchase Payment (excluding any extra credits, if applicable). If this Rider is added on a subsequent anniversary, the initial GLWB Death Benefit Amount is the Contract Value on the Rider Date. Thereafter, except as provided under the **Excess Withdrawal** provision below, the GLWB Death Benefit Amount equals (a) + (b) – (c) where:

- (a) is the GLWB Death Benefit Amount on the previous day;
- (b) is the amount of any purchase payments (excluding any extra credits, if applicable) made on that day; and
- (c) is the dollar amount of any withdrawals taken on that day that are not Excess Withdrawals taken following the Anniversary of the Rider Date on or immediately after the Annuitant attains age [85].

On the [seventh] Anniversary of the Rider Date, the GLWB Death Benefit Amount will automatically step up to the contract value, if the contract value is greater than the GLWB Death Benefit Amount, unless you have declined the step up as described in the **Charge for Rider** provision.

If the GLWB Rider is extended under the **Extended Annuitization** provision of the GLWB Rider, this Rider will also be extended for the same period, unless otherwise terminated under the **Termination of Rider** provision of this Rider. In addition, if, on the Anniversary of the Rider Date immediately following the Annuitant's 95th birthday, the GLWB Death Benefit is greater than zero, it will continue effective, but it will be reduced by the dollar amount of each MAW Annuity payment. If the GLWB Rider enters the Lifetime Annuity Period prior to the Anniversary of the Rider Date after the Annuitant's 95th birthday, this Rider terminates with no Death Benefit.

In the case of a Spousal Continuation, the GLWB Death Benefit Amount will initially be set equal to the Contract Value (after the application of the Death Benefit Adjustment, if any) if greater than the then current GLWB Death Benefit. We will only allow one exercise of spousal continuation for this Rider.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is taken prior to the Annuitant reaching the Lifetime Withdrawal Age; or
- (2) it is taken during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceeds the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW, is recognized as an Excess Withdrawal; and
- (3) once you have elected RMD treatment, it is deemed an Excess Withdrawal under the Required Minimum Distribution provision below.

Any Excess Withdrawals taken will cause the GLWB Death Benefit to be adjusted on that day. The new GLWB Death Benefit will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1-(b)/(c)] where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) – (b) where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Effective Date

If this Rider is issued with your contract, this Rider becomes effective on the Contract Date shown on the Contract Specifications Page 3 of the contract.

In our sole discretion, we may determine that this Rider may be added to previously issued contracts. In such an event, this Rider may be added only on an anniversary of the Contract Date, as long as the **Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)** is also attached to, and made part of, the contract prior to, or on, the Guaranteed Death Benefit Rider Date (a subsequent anniversary of the Contract Date on which this rider is added as shown in a corresponding Amendment to the contract).

Required Minimum Distributions

This provision only applies if your contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this contract.

On or after January 1 of the first calendar year after your contract is issued, you may elect RMD treatment by Notice to us if (1) your contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70½ . If you die during a Contract Year for which you have elected RMD treatment and your spouse elects to continue the contract and this Rider as a spousal continuation, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you have elected RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any subsequent calendar year, you may elect monthly RMD treatment in which case any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for the calendar year of the date you elect the monthly treatment.

Once monthly RMD treatment is elected, monthly withdrawals must continue until the contract terminates. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month and the day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day thereafter. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your spouse continues the contract and this rider under the spousal continuation provisions, such spouse may elect, by Notice to us within 30 days of the later of (1) the exercise of the spousal continuation or (2) the end of the calendar year in which you died, to rescind the election to take RMD treatment and, in that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the MAW. If such surviving spouse elects to rescind RMD treatment, he or she will be eligible to elect RMD treatment in the future should he or she wish to do so by Notice to us if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment at the time of such election. If the surviving spouse is qualified for RMD treatment as described in the second paragraph of this provision and he or she does not give us timely Notice to rescind the RMD treatment, he or she will continue with RMD treatment. If the surviving spouse does not qualify for RMD treatment as described in the second paragraph of this provision, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for, and elects, RMD treatment, based on his/her RMD in the next calendar year. Except as noted above for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon a spousal continuation is based upon the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional purchase payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions, including the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your contract, as long as this Rider is in force, we reserve the right to not allow any additional purchase payments.

Charge for Rider

On each Anniversary of the Rider Date that this rider is in force, we will deduct from your Contract Value a Guaranteed Death Benefit Rider Charge equal to the product of the Guaranteed Death Benefit Rider Charge Rate and the Guaranteed Death Benefit Amount.

The Rider Charge Rate is (1) the applicable rate shown on the Contract Specifications Page, if the rider was issued at the same time as the contract and the GLWB Death Benefit Amount has not yet increased as a result of a step up; (2) the applicable rate shown on the corresponding Amendment to your contract, if the rider was issued after the Contract Date and the GLWB Death Benefit Amount has not yet increased as a result of the step up; or (3) if greater, the rate declared by us at the time of the step up. The charge increase at the time of the step up will be no greater than the charge for new issues of this rider form in effect on the date of the step up, if such Rider is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page.

You may avoid a Rider Charge Rate increase by declining the step up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate.

The Rider Charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against the amount allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

In the event that the Annuitant dies, you surrender the contract, this Rider is terminated due to the termination of the attached GLWB Rider or you elect to annuitize during any Contract Year, we reserve the right to prorate the annual charge for this Rider that had not yet been assessed prior to any such events.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless the step up has occurred).

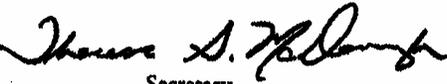
Termination of Rider

You may not cancel this rider, unless we otherwise agree. This rider will terminate upon: (a) the date the contract is terminated in accordance with its terms, unless otherwise provided in this rider, (b) the date the GLWB Death Benefit Amount is reduced to zero, (c) the date of an Excess Withdrawal which reduces the Contract Value to zero, (d) the date you enter the Lifetime Annuity Period because your Contract Value is reduced to zero (e) the date on which the GLWB Rider terminates, (f) the commencement of an Annuity Option other than the MAW Annuity, or (g) a transfer or an assignment as described below, or (h) the death of the Annuitant, except in the case of Spousal Continuation.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the contract or the benefits under this rider other than through a spousal continuation as set forth in the contract. If you make such a transfer, assignment, or conveyance of the contract or the benefits under this rider, this rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the contract is held by a trust, in a custodial account, or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Premium Protection Plus Death Benefit

Joint Life

This rider is part of your contract. It is subject to the contract terms. If the terms of this rider and the contract differ, this rider controls. This rider is only available if, as of the Effective Date, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) (Joint Life) Rider** is also attached to, and made part of, your contract.

As long as this rider remains in force, the following **Guaranteed Death Benefit Amount** provision is added to, and made part of, your contract as a subheading under, and at the end of, the **Guaranteed Minimum Death Benefit Amount** provision.

Terms used in this Rider have the same meaning as in the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)**

Guaranteed Death Benefit Amount

The Death Benefit Adjustment will be based upon the GLWB Death Benefit Amount described below unless the contract or another rider attached to, and made part of the contract, results in a higher Death Benefit Adjustment.

GLWB Death Benefit Amount. If this Rider is issued at the same time as your contract, the initial GLWB Death Benefit Amount is equal to your initial Purchase Payment (excluding any extra credits, if applicable). If this Rider is added on a subsequent anniversary, the initial GLWB Death Benefit Amount is the Contract Value on the Rider Date. Thereafter, except as provided under the **Excess Withdrawal** provision below, the GLWB Death Benefit Amount equals (a) + (b) – (c) where:

- (a) is the GLWB Death Benefit Amount on the previous day;
- (b) is the amount of any purchase payments (excluding any extra credits, if applicable) made on that day; and
- (c) is the dollar amount of any withdrawals taken on that day that are not Excess Withdrawals taken following the Anniversary of the Rider Date on or immediately after the Annuitant attains age [85].

On the [seventh] Anniversary of the Rider Date, the GLWB Death Benefit Amount will automatically step up to the Contract Value, if the Contract Value is greater than the GLWB Death Benefit Amount, unless you have declined the step up as described in the **Charge for Rider** provision.

If the GLWB Rider is extended under the **Extended Annuitization** provision of the GLWB Rider, this Rider will also be extended for the same period, unless otherwise terminated under the **Termination of Rider** provision of this Rider. In addition, if, on the Anniversary of the Rider Date immediately following the Annuitant's 95th birthday, the GLWB Death Benefit is greater than zero, it will continue effective, but it will be reduced by the dollar amount of each MAW Annuity payment. If the GLWB Rider enters the Lifetime Annuity Period prior to the Anniversary of the Rider Date after the Annuitant's 95th birthday, this Rider terminates with no Death Benefit.

In the case of a Spousal Continuation, the GLWB Death Benefit Amount will initially be set equal to the Contract Value (after the application of the Death Benefit Adjustment, if any) if greater than the then current GLWB Death Benefit. We will only allow one exercise of spousal continuation for this Rider.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is taken prior to the youngest Participating Spouse reaching the Lifetime Withdrawal Age; or
- (2) it is taken during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceeds the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW, is recognized as an Excess Withdrawal; and
- (3) once you have elected RMD treatment, it is deemed an Excess Withdrawal under the Required Minimum Distribution provision below.

Any Excess Withdrawals taken will cause the GLWB Death Benefit to be adjusted on that day. The new GLWB Death Benefit will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1-(b)/(c)] where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) – (b) where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Effective Date

If this Rider is issued with your contract, this Rider becomes effective on the Contract Date shown in the Contract Specifications Page 3 of the contract.

In our sole discretion, we may determine that this Rider may be added to previously issued contracts. In such an event, this Rider may be added only on an anniversary of the Contract Date, as long as the **Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life)** is also attached to, and made part of, the contract prior to, or on, the Guaranteed Death Benefit Rider Date (a subsequent anniversary of the Contract Date on which this rider is added as shown in a corresponding Amendment to the contract).

Required Minimum Distributions

This provision only applies if your contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this contract.

On or after January 1 of the first calendar year after your contract is issued, you may elect RMD treatment by Notice to us if (1) your contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 and the youngest Participating Spouse has attained age 59 1/2. If you die during a Contract Year for which you have elected RMD treatment and your Participating Spouse elects to continue the contract and this Rider as a spousal continuation, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you have elected RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any subsequent calendar year, you may elect monthly RMD treatment in which case any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for the calendar year of the date you elect the monthly treatment.

Once monthly RMD treatment is elected, monthly withdrawals must continue until the contract terminates. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month and the day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day thereafter. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your Participating Spouse continues the contract and this rider under the spousal continuation provisions, such Participating Spouse may elect, by Notice to us within 30 days of the later of (1) the exercise of the spousal continuation or (2) the end of the calendar year in which you died, to rescind the election to take RMD treatment and, in that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the MAW. If such surviving Participating Spouse elects to rescind RMD treatment, he or she will be eligible to elect RMD treatment in the future should he or she wish to do so by Notice to us if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment at the time of such election. If the Participating Spouse is qualified for RMD treatment as described in the second paragraph of this provision and he or she does not give us timely Notice to rescind the RMD treatment, he or she will continue with RMD treatment. If the Participating Spouse does not qualify for RMD treatment as described in the second paragraph of this provision, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for, and elects, RMD treatment based on his or her RMD in the next calendar year. Except as noted above for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon a spousal continuation is based upon the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional purchase payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions, including the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your contract, as long as this Rider is in force, we reserve the right to not allow any additional purchase payments.

Charge for Rider

On each Anniversary of the Rider Date that this rider is in force, we will deduct from your Contract Value a Guaranteed Death Benefit Rider Charge equal to the product of the Guaranteed Death Benefit Rider Charge Rate and the Guaranteed Death Benefit Amount.

The Rider Charge Rate is (1) the applicable rate shown on the Contract Specifications Page, if the rider was issued at the same time as the contract and the GLWB Death Benefit Amount has not yet increased as a result of the step up; (2) the applicable rate shown on the corresponding Amendment to your contract, if the rider was issued after the Contract Date and the GLWB Death Benefit Amount has not yet increased as a result of the step up; or (3) if greater, the rate declared by us at the time of the step up. The charge increase at the time of the step up will be no greater than the charge for new issues of this rider form in effect on the date of the step up, if such Rider is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page.

You may avoid a Rider Charge Rate increase by declining the step up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate.

The Rider Charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against the amount allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

In the event that the Annuitant dies, you surrender the contract, this Rider is terminated due to the termination of the GLWB Rider or you elect to annuitize during any Contract Year, we reserve the right to prorate the annual charge for this Rider that had not yet been assessed prior to Any such events

We may lower the charge for this rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless the step up has occurred).

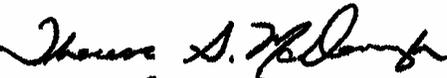
Termination of Rider

You may not cancel this rider, unless we otherwise agree. This rider will terminate upon: (a) the date the contract is terminated in accordance with its terms, unless otherwise provided in this rider, (b) the date the GLWB Death Benefit Amount is reduced to zero, (c) the date of an Excess Withdrawal which reduces the Contract Value to zero, (d) the date you enter the Lifetime Annuity Period because your Contract Value is reduced to zero (e) the date on which the GLWB Rider terminates, (f) the commencement of an Annuity Option other than the MAW Annuity, or (g) a transfer or an assignment as described below, or (h) the death of the Annuitant, except in the case of Spousal Continuation.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the contract or the benefits under this rider other than through a spousal continuation as set forth in the contract. If you make such a transfer, assignment, or conveyance of the contract or the benefits under this rider, this rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the contract is held by a trust, in a custodial account, or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY


Secretary


President

Rider

Premium Protection Plus Death Benefit

Single Life

This rider is part of your contract. It is subject to the contract terms. If the terms of this rider and the contract differ, this rider controls. This rider is only available if, as of the Effective Date, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)** is also attached to, and made part of, your contract.

As long as this rider remains in force, the following **Guaranteed Death Benefit Amount** provision is added to, and made part of, your contract as a subheading under, and at the end of, the **Guaranteed Minimum Death Benefit Amount** provision.

Terms used in this Rider have the same meaning as in the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)**

Guaranteed Death Benefit Amount

The Death Benefit Adjustment will be based upon the GLWB Death Benefit Amount described below unless the contract or another rider attached to, and made part of the contract, results in a higher Death Benefit Adjustment.

GLWB Death Benefit Amount. If this Rider is issued at the same time as your contract, the initial GLWB Death Benefit Amount is equal to your initial Purchase Payment (excluding any extra credits, if applicable). If this Rider is added on a subsequent anniversary, the initial GLWB Death Benefit Amount is the Contract Value on the Rider Date. Thereafter, except as provided under the **Excess Withdrawal** provision below, the GLWB Death Benefit Amount equals (a) + (b) – (c) where:

- (a) is the GLWB Death Benefit Amount on the previous day;
- (b) is the amount of any purchase payments (excluding any extra credits, if applicable) made on that day; and
- (c) is the dollar amount of any withdrawals taken on that day that are not Excess Withdrawals taken following the Anniversary of the Rider Date on or immediately after the Annuitant attains age [85].

On the [seventh] Anniversary of the Rider Date, the GLWB Death Benefit Amount will automatically step up to the contract value, if the contract value is greater than the GLWB Death Benefit Amount, unless you have declined the step up as described in the **Charge for Rider** provision. If any Extra Credits included due to the [seventh] year step up are subsequently forfeited pursuant to the Waiver of Contingent Deferred Sales Charge provision or Death Benefit Adjustment provision in your contract, we reserve the right to deduct the forfeited Extra Credits from the Guaranteed Death Benefit Amount.

If the GLWB Rider is extended under the **Extended Annuitization** provision of the GLWB Rider, this Rider will also be extended for the same period, unless otherwise terminated under the **Termination of Rider** provision of this Rider. In addition, if, on the Anniversary of the Rider Date immediately following the Annuitant's 95th birthday, the GLWB Death Benefit is greater than zero, it will continue effective, but it will be reduced by the dollar amount of each MAW Annuity payment. If the GLWB Rider enters the Lifetime Annuity Period prior to the Anniversary of the Rider Date after the Annuitant's 95th birthday, this Rider terminates with no Death Benefit.

In the case of a Spousal Continuation, the GLWB Death Benefit Amount will initially be set equal to the Contract Value (after the application of the Death Benefit Adjustment, if any) if greater than the then current GLWB Death Benefit. We will only allow one exercise of spousal continuation for this Rider.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is taken prior to the Annuitant reaching the Lifetime Withdrawal Age; or
- (2) it is taken during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceeds the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW, is recognized as an Excess Withdrawal; and
- (3) once you have elected RMD treatment, it is deemed an Excess Withdrawal under the Required Minimum Distribution provision below.

Any Excess Withdrawals taken will cause the GLWB Death Benefit to be adjusted on that day. The new GLWB Death Benefit will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1-(b)/(c)] where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) – (b) where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Effective Date

If this Rider is issued with your contract, this Rider becomes effective on the Contract Date shown on the Contract Specifications Page 3 of the contract.

In our sole discretion, we may determine that this Rider may be added to previously issued contracts. In such an event, this Rider may be added only on an anniversary of the Contract Date, as long as the **Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)** is also attached to, and made part of, the contract prior to, or on, the Guaranteed Death Benefit Rider Date (a subsequent anniversary of the Contract Date on which this rider is added as shown in a corresponding Amendment to the contract).

Required Minimum Distributions

This provision only applies if your contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this contract.

On or after January 1 of the first calendar year after your contract is issued, you may elect RMD treatment by Notice to us if (1) your contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70½ . If you die during a Contract Year for which you have elected RMD treatment and your spouse elects to continue the contract and this Rider as a spousal continuation, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you have elected RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any subsequent calendar year, you may elect monthly RMD treatment in which case any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for the calendar year of the date you elect the monthly treatment.

Once monthly RMD treatment is elected, monthly withdrawals must continue until the contract terminates. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month and the day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day thereafter. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your spouse continues the contract and this rider under the spousal continuation provisions, such spouse may elect, by Notice to us within 30 days of the later of (1) the exercise of the spousal continuation or (2) the end of the calendar year in which you died, to rescind the election to take RMD treatment and, in that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the MAW. If such surviving spouse elects to rescind RMD treatment, he or she will be eligible to elect RMD treatment in the future should he or she wish to do so by Notice to us if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment at the time of such election. If the surviving spouse is qualified for RMD treatment as described in the second paragraph of this provision and he or she does not give us timely Notice to rescind the RMD treatment, he or she will continue with RMD treatment. If the surviving spouse does not qualify for RMD treatment as described in the second paragraph of this provision, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for, and elects, RMD treatment, based on his/her RMD in the next calendar year. Except as noted above for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon a spousal continuation is based upon the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional purchase payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions, including the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your contract, as long as this Rider is in force, we reserve the right to not allow any additional purchase payments.

Charge for Rider

On each Anniversary of the Rider Date that this rider is in force, we will deduct from your Contract Value a Guaranteed Death Benefit Rider Charge equal to the product of the Guaranteed Death Benefit Rider Charge Rate and the Guaranteed Death Benefit Amount.

The Rider Charge Rate is (1) the applicable rate shown on the Contract Specifications Page, if the rider was issued at the same time as the contract and the GLWB Death Benefit Amount has not yet increased as a result of a step up; (2) the applicable rate shown on the corresponding Amendment to your contract, if the rider was issued after the Contract Date and the GLWB Death Benefit Amount has not yet increased as a result of the step up; or (3) if greater, the rate declared by us at the time of the step up. The charge increase at the time of the step up will be no greater than the charge for new issues of this rider form in effect on the date of the step up, if such Rider is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page.

You may avoid a Rider Charge Rate increase by declining the step up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate.

The Rider Charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against the amount allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

In the event that the Annuitant dies, you surrender the contract, this Rider is terminated due to the termination of the attached GLWB Rider or you elect to annuitize during any Contract Year, we reserve the right to prorate the annual charge for this Rider that had not yet been assessed prior to any such events.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless the step up has occurred).

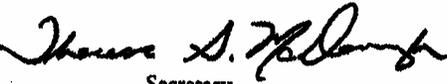
Termination of Rider

You may not cancel this rider, unless we otherwise agree. This rider will terminate upon: (a) the date the contract is terminated in accordance with its terms, unless otherwise provided in this rider, (b) the date the GLWB Death Benefit Amount is reduced to zero, (c) the date of an Excess Withdrawal which reduces the Contract Value to zero, (d) the date you enter the Lifetime Annuity Period because your Contract Value is reduced to zero (e) the date on which the GLWB Rider terminates, (f) the commencement of an Annuity Option other than the MAW Annuity, or (g) a transfer or an assignment as described below, or (h) the death of the Annuitant, except in the case of Spousal Continuation.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the contract or the benefits under this rider other than through a spousal continuation as set forth in the contract. If you make such a transfer, assignment, or conveyance of the contract or the benefits under this rider, this rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the contract is held by a trust, in a custodial account, or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Premium Protection Plus Death Benefit

Joint Life

This rider is part of your contract. It is subject to the contract terms. If the terms of this rider and the contract differ, this rider controls. This rider is only available if, as of the Effective Date, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) (Joint Life) Rider** is also attached to, and made part of, your contract.

As long as this rider remains in force, the following **Guaranteed Death Benefit Amount** provision is added to, and made part of, your contract as a subheading under, and at the end of, the **Guaranteed Minimum Death Benefit Amount** provision.

Terms used in this Rider have the same meaning as in the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)**

Guaranteed Death Benefit Amount

The Death Benefit Adjustment will be based upon the GLWB Death Benefit Amount described below unless the contract or another rider attached to, and made part of the contract, results in a higher Death Benefit Adjustment.

GLWB Death Benefit Amount. If this Rider is issued at the same time as your contract, the initial GLWB Death Benefit Amount is equal to your initial Purchase Payment (excluding any extra credits, if applicable). If this Rider is added on a subsequent anniversary, the initial GLWB Death Benefit Amount is the Contract Value on the Rider Date. Thereafter, except as provided under the **Excess Withdrawal** provision below, the GLWB Death Benefit Amount equals (a) + (b) – (c) where:

- (a) is the GLWB Death Benefit Amount on the previous day;
- (b) is the amount of any purchase payments (excluding any extra credits, if applicable) made on that day; and
- (c) is the dollar amount of any withdrawals taken on that day that are not Excess Withdrawals taken following the Anniversary of the Rider Date on or immediately after the Annuitant attains age [85].

On the [seventh] Anniversary of the Rider Date, the GLWB Death Benefit Amount will automatically step up to the Contract Value, if the Contract Value is greater than the GLWB Death Benefit Amount, unless you have declined the step up as described in the **Charge for Rider** provision. If any Extra Credits included due to the [seventh] year step up are subsequently forfeited pursuant to the Waiver of Contingent Deferred Sales Charge provision or Death Benefit Adjustment provision in your contract, we reserve the right to deduct the forfeited Extra Credits from the Guaranteed Death Benefit Amount.

If the GLWB Rider is extended under the **Extended Annuitization** provision of the GLWB Rider, this Rider will also be extended for the same period, unless otherwise terminated under the **Termination of Rider** provision of this Rider. In addition, if, on the Anniversary of the Rider Date immediately following the Annuitant's 95th birthday, the GLWB Death Benefit is greater than zero, it will continue effective, but it will be reduced by the dollar amount of each MAW Annuity payment. If the GLWB Rider enters the Lifetime Annuity Period prior to the Anniversary of the Rider Date after the Annuitant's 95th birthday, this Rider terminates with no Death Benefit.

In the case of a Spousal Continuation, the GLWB Death Benefit Amount will initially be set equal to the Contract Value (after the application of the Death Benefit Adjustment, if any) if greater than the then current GLWB Death Benefit. We will only allow one exercise of spousal continuation for this Rider.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is taken prior to the youngest Participating Spouse reaching the Lifetime Withdrawal Age; or
- (2) it is taken during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceeds the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW, is recognized as an Excess Withdrawal; and
- (3) once you have elected RMD treatment, it is deemed an Excess Withdrawal under the Required Minimum Distribution provision below.

Any Excess Withdrawals taken will cause the GLWB Death Benefit to be adjusted on that day. The new GLWB Death Benefit will be set to equal the lesser of (1) or (2) where:

- (1) equals $(a) \times [1 - (b)/(c)]$ where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals $(a) - (b)$ where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Effective Date

If this Rider is issued with your contract, this Rider becomes effective on the Contract Date shown in the Contract Specifications Page 3 of the contract.

In our sole discretion, we may determine that this Rider may be added to previously issued contracts. In such an event, this Rider may be added only on an anniversary of the Contract Date, as long as the **Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life)** is also attached to, and made part of, the contract prior to, or on, the Guaranteed Death Benefit Rider Date (a subsequent anniversary of the Contract Date on which this rider is added as shown in a corresponding Amendment to the contract).

Required Minimum Distributions

This provision only applies if your contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this contract.

On or after January 1 of the first calendar year after your contract is issued, you may elect RMD treatment by Notice to us if (1) your contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 and the youngest Participating Spouse has attained age 59 1/2. If you die during a Contract Year for which you have elected RMD treatment and your Participating Spouse elects to continue the contract and this Rider as a spousal continuation, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you have elected RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any subsequent calendar year, you may elect monthly RMD treatment in which case any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for the calendar year of the date you elect the monthly treatment.

Once monthly RMD treatment is elected, monthly withdrawals must continue until the contract terminates. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month and the day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day thereafter. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your Participating Spouse continues the contract and this rider under the spousal continuation provisions, such Participating Spouse may elect, by Notice to us within 30 days of the later of (1) the exercise of the spousal continuation or (2) the end of the calendar year in which you died, to rescind the election to take RMD treatment and, in that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the MAW. If such surviving Participating Spouse elects to rescind RMD treatment, he or she will be eligible to elect RMD treatment in the future should he or she wish to do so by Notice to us if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment at the time of such election. If the Participating Spouse is qualified for RMD treatment as described in the second paragraph of this provision and he or she does not give us timely Notice to rescind the RMD treatment, he or she will continue with RMD treatment. If the Participating Spouse does not qualify for RMD treatment as described in the second paragraph of this provision, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for, and elects, RMD treatment based on his or her RMD in the next calendar year. Except as noted above for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon a spousal continuation is based upon the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional purchase payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions, including the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your contract, as long as this Rider is in force, we reserve the right to not allow any additional purchase payments.

Charge for Rider

On each Anniversary of the Rider Date that this rider is in force, we will deduct from your Contract Value a Guaranteed Death Benefit Rider Charge equal to the product of the Guaranteed Death Benefit Rider Charge Rate and the Guaranteed Death Benefit Amount.

The Rider Charge Rate is (1) the applicable rate shown on the Contract Specifications Page, if the rider was issued at the same time as the contract and the GLWB Death Benefit Amount has not yet increased as a result of the step up; (2) the applicable rate shown on the corresponding Amendment to your contract, if the rider was issued after the Contract Date and the GLWB Death Benefit Amount has not yet increased as a result of the step up; or (3) if greater, the rate declared by us at the time of the step up. The charge increase at the time of the step up will be no greater than the charge for new issues of this rider form in effect on the date of the step up, if such Rider is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page.

You may avoid a Rider Charge Rate increase by declining the step up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate.

The Rider Charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against the amount allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

In the event that the Annuitant dies, you surrender the contract, this Rider is terminated due to the termination of the GLWB Rider or you elect to annuitize during any Contract Year, we reserve the right to prorate the annual charge for this Rider that had not yet been assessed prior to Any such events

We may lower the charge for this rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless the step up has occurred).

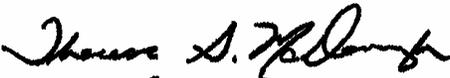
Termination of Rider

You may not cancel this rider, unless we otherwise agree. This rider will terminate upon: (a) the date the contract is terminated in accordance with its terms, unless otherwise provided in this rider, (b) the date the GLWB Death Benefit Amount is reduced to zero, (c) the date of an Excess Withdrawal which reduces the Contract Value to zero, (d) the date you enter the Lifetime Annuity Period because your Contract Value is reduced to zero (e) the date on which the GLWB Rider terminates, (f) the commencement of an Annuity Option other than the MAW Annuity, or (g) a transfer or an assignment as described below, or (h) the death of the Annuitant, except in the case of Spousal Continuation.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the contract or the benefits under this rider other than through a spousal continuation as set forth in the contract. If you make such a transfer, assignment, or conveyance of the contract or the benefits under this rider, this rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the contract is held by a trust, in a custodial account, or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY


Secretary


President

ONcore Variable Annuity Application

1. ONcore Product Name _____

2. Annuitant

First Name _____ Middle _____ Last _____
()
Street Address _____ City _____ State _____ ZIP _____ Phone _____
SS#/Tax ID#: _____ Sex: M F Date of Birth: _____ - _____ - _____

3a. Owner (If different than Annuitant)

3b. Joint Owner (If applicable) Owner's Spouse? Yes No

First Name _____ Middle _____
Last _____
Street Address _____
City _____ State _____ ZIP _____
()
Phone _____
SS#/Tax ID# _____
Sex: M F Date of Birth: _____ - _____ - _____

First Name _____ Middle _____
Last _____
Street Address _____
City _____ State _____ ZIP _____
()
Phone _____
SS#/Tax ID# _____
Sex: M F Date of Birth: _____ - _____ - _____

4. Beneficiary (If you need to provide additional information use Special Requests, Section 13, or enclose a signed letter of instruction.)

Beneficiary Name _____ Primary Contingent
Street Address _____
City _____ State _____ ZIP _____
()
Date of Birth _____ Phone _____
Relationship to Annuitant _____

Beneficiary Name _____ Primary Contingent
Street Address _____
City _____ State _____ ZIP _____
()
Date of Birth _____ Phone _____
Relationship to Annuitant _____

5. Optional Riders

5a. Living Benefit Riders

Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider with Investment Restrictions or Asset Allocation Models

Yes - Single Life Yes - Joint Life

(Complete Section 11a and 11b1 or 11b3.)

Guaranteed Principal Protection (GPP) Rider Yes (Not available with GLWB)

If you selected the GPP Rider, you must allocate your purchase payments to a Model in 11b1 (either directly or via DCA).

5b. Death Benefit Riders (Only one death benefit can be chosen with GLWB.)

Annual Step-Up Death Benefit Rider Yes

Guaranteed Minimum Death Benefit Rider (GMDBR 80) Yes (Not available with GLWB)

Gain Enhancement Benefit Rider (GEB Plus & GEB) 100% (Not available with GLWB)

50% (Not available with GLWB)

Premium Protection Death Benefit Rider Yes (Only available with GLWB)

Premium Protection Plus Death Benefit Rider Yes (Only available with GLWB)

6. Initial Purchase Payment

Amount with application \$ _____ 1035 exchange/estimated transfer \$ _____

7. Type of Plan Non-qualified Qualified (For qualified plans, select type of plan and payment type below.)

TSA/403(b) 401(k) SEP-IRA Roth IRA Roth Conversion
 IRA 457 SIMPLE IRA Pension/Profit Sharing Other _____

Payment Type:

Rollover (Plan Distribution) Contribution
 Transfer (Attach transfer form(s).) \$ _____ for tax year _____ ; \$ _____ for tax year _____

8. Replacement

Do you have an existing life insurance policy or an annuity? Yes No

Will the purchase of this annuity replace or change an existing life insurance policy or an annuity? Yes No

(If yes, or 1035 exchange, write insurance company name and contract number in Special Requests, Section 13, and attach any required state replacement and/or transfer forms.)

9. Rebalancing Yes

You must allocate to two or more Variable Subaccounts to elect rebalancing.

Frequency: (Choose one.) Quarterly Semi-Annually Annually

If this box is checked, Variable Subaccounts will be rebalanced to the allocation percentages on this application (unless changed after issue of contract). Rebalancing does not apply to the Fixed Accumulation Account or to the Dow Subaccounts. Certain riders require rebalancing which we will do automatically. The Subaccounts in any Model are also automatically rebalanced quarterly.

10. Systematic Withdrawals

I (we) wish to start a series of withdrawals from the contract issued pursuant to this application as indicated below (surrender charges may apply, see contract). I understand that it may take up to 30 days to process my systematic withdrawal request.

Select payout option:

- 10% of the account value
 \$ _____ flat dollar amount not to exceed 10% of account value
 % based on rider _____
 72(t) (Form V-4633 must be submitted for 72(t)).

Select frequency of payments:

- Monthly
 Quarterly
 Semi-Annually
 Annually

Any withdrawals under \$500 require EFT (Electronic Funds Transfer).

Payment Schedule:

As soon as possible (if current funds are being dollar cost averaged, the first payment will occur immediately following the initial DCA transfer.)

_____ / _____ / _____
Month Day Year

Where?

- Via EFT to my bank account
 Checking Account (Complete section below and attach a voided check.)
 Savings Account (Attach a voided, pre-coded deposit slip.)

Account Number _____ Bank Telephone Number _____

Bank Name _____

Bank Address _____

ABA Routing Number _____

Directly to my address of record

Federal Income Tax Withholding Election

If you do not select an option below, we are required to withhold at least 10% of the taxable amount.

A. I **DO NOT** want to have federal income tax withheld from my withdrawals.

B. I **DO** want to have _____% federal income tax withheld from my withdrawals (10% minimum).

[Category 1 Subaccounts - Minimum 30% Maximum 60%

TOTAL ALLOCATION		TOTAL ALLOCATION	
Morgan Stanley UIF Core Plus Fix Inc Cl II	%	PIMCO VIT Real Return Admin	%
Ohio National Bond	%	PIMCO VIT Total Return Admin	%
Ohio National Money Market	%	Total Allocated	%

Category 2 Subaccounts - All Amounts Not Allocated to Categories 1, 3, or 4, up to a Maximum 70%

TOTAL ALLOCATION		TOTAL ALLOCATION	
Dreyfus VIF Appreciation Svc	%	Janus Aspen Janus Portfolio Svc	%
Federated Strategic Value	%	Lazard Retirement U.S. Strategic Eq Svc	%
Fidelity VIP Contrafund Svc2	%	Legg Mason Equity	%
Fidelity VIP Equity-Income Svc2	%	Legg Mason Equity Inc Builder ClI	%
Fidelity VIP Growth Svc 2	%	Legg Mason Fundamental All Cap Value ClI	%
First Trust Target Equity/Income	%	Legg Mason Large Cap Value ClI	%
First Trust Target VIP	%	MFS VIT Invstrs Grth Stock Series -SC	%
Franklin Flex Cap Growth Securities Cl2	%	MFS VIT Total Return - SC	%
Franklin Income Securities Cl4	%	Morgan Stanley UIF Capital Grwth Cl II	%
Franklin VIP Founding Funds Alloc Fund Cl4 ..	%	Ohio National Nasdaq 100 Index	%
Goldman Sachs VIT Strategic Growth Svc	%	Ohio National S&P 500 Index	%
Goldman Sachs VIT Large Cap Value Svc	%	PIMCO VIT Global Bond Admin	%
Goldman Sachs VIT Structured U.S. Eq Svc	%	Prudential Series Fund Jennison	%
ICON Balanced	%	Prudential Series Fund Jn 20/20 Focus	%
ICON Income Opportunity	%	Suffolk Bristol	%
ICON U.S. Equity	%	Suffolk Bristol Growth	%
Ivy Funds VIP Asset Strategy	%	Suffolk Omni	%
Janus Aspen Balanced Svc	%	Templeton Foreign Securities Cl4	%
		Total Allocated	%

Category 3 Subaccounts - Maximum 25%

TOTAL ALLOCATION		TOTAL ALLOCATION	
Federated High Income Bond	%	Janus Aspen Worldwide Svc	%
Federated International	%	Jennison Capital Appreciation	%
Federated Kaufmann Fund II Svc	%	JPMorgan Mid-Cap Value*	%
Fidelity VIP Mid-Cap Svc2	%	Lazard Retirement International Eqty Svc	%
Invesco VK VI Intl Growth Equity Series II	%	MFS VIT Mid Cap Growth - SC	%
Janus Aggressive Growth	%	Neuberger Berman AMT Regency S Cl	%
Janus Aspen Overseas Svc	%	Goldman Sachs Mid Cap Opportunity	%
		Total Allocated	%

*JPMorgan Subaccounts not available with ONcore Lite II or Wrap

Category 4 Subaccounts - Maximum 15%

TOTAL ALLOCATION		TOTAL ALLOCATION	
Eagle Capital Growth	%	Lazard Retirement U.S. Small-Mid Cap Eq Svc	%
Federated Intl Small-Mid Company	%	MFS VIT New Discovery Series - SC	%
Fidelity VIP Real Estate Svc2	%	Morgan Stanley UIF US Real Estate Cl II	%
Ivy Funds VIP Science and Tech	%	Neuberger Berman Millennium	%
Ivy Global Natural Resources	%	PIMCO CommodityRealReturn Stra Admin	%
Janus Small Cap Growth	%	Royce Micro-Cap Inv Cl	%
JPMorgan Small Cap Core*	%	Royce Small-Cap Inv Cl	%
Lazard Retirement Emerging Mrkts Eq Svc	%	Suffolk Bryton Growth	%
		Total Allocated	%

*JPMorgan Subaccounts not available with ONcore Lite II or Wrap

Category Totals Must Equal 100%

_____ %	+	_____ %	+	_____ %	+	_____ %	=	_____ %
Category 1		Category 2		Category 3		Category 4		Total Must Equal 100%

15. State Insurance Fraud Notices

For Arizona and Kansas Applicants: The undersigned proposed insured and agent represent that the Proposed Insured has read, or had read to him/her, the completed application and that he/she realizes that any false statement or misrepresentation therein may result in loss of coverage under the policy. It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Only a court of law can make a determination of guilt regarding insurance fraud.

For Arkansas and Rhode Island Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

For Kentucky Applicants: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud which is a crime. I have read and understood this notice.

For Maine Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

For Missouri, West Virginia and Wisconsin Applicants: The undersigned Proposed Insured and Agent represent that the Proposed Insured has read, or had read to him/her, the completed application and that he/she realizes that any false statement or misrepresentation therein may result in loss of coverage under the policy.

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

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

For Tennessee Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

16. Annuitant Owner's Signature(s)

Annuitant Signature	Date	Signed at (City/State)
Owner /Applicant Signature (If different from Annuitant) (If Trustee, sign with title and attach Trust Certification Form V-4603.) (If corporation, signature of office and title, attach a copy of Corporate Resolution.)	Date	Signed at (City/State)
Joint Owner Signature	Date	Signed at (City/State)
E-mail Address of Owner or of Annuitant if Contract issued to Custodian		

17. Statement of Agent

Will this contract change or replace any existing life insurance policy or an annuity of this or any other company? Yes No
If yes, explain in Special Requests, Section 13.

I certify that I am authorized and qualified to discuss this contract. I certify that The Ohio National Life Insurance Company approved all sales material used in the solicitation of this application, copies of which were provided to the applicant. I also certify that I witnessed the Applicant's signature.

Agent Full Name (Print)	Agent Signature	Agent's License ID Number
Agent Phone Number	Broker/Dealer Name	Ohio National Agency Code
Rep. Option:	Client ID (For Linking):	

SERFF Tracking Number: ONFS-126877755 State: Arkansas
Filing Company: The Ohio National Life Insurance Company State Tracking Number: 47199
Company Tracking Number: FORM 11-GLW-1, ET AL
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: 2011 GLWB & DB
Project Name/Number: /

Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Application

Comments:

The application with which these forms will be used is attached under the Forms Schedule.

Item Status:

Status

Date:

Satisfied - Item: Statement of Variability and Sample
Specifications Page

Comments:

Attachments:

Statement of Variability.pdf
Rider Spec Page for GLWB.pdf

STATEMENT OF VARIABILITY

Re: Form 11-GLW-1, Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)
Form 11-GLW-2, Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life)
Form 11-GLW-1.5, Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)
Form 11-GLW-2.5, Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life)
Form 11-GPD-1, Premium Protection Death Benefit Rider (Single Life)
Form 11-GPD-2, Premium Protection Death Benefit Rider (Joint Life)
Form 11-GED-1, Premium Protection Plus Death Benefit Rider (Single Life)
Form 11-GED-2, Premium Protection Plus Death Benefit Rider (Joint Life)
Form 11-GED-1.5, Premium Protection Plus Death Benefit Rider (Single Life)
Form 11-GED-2.5, Premium Protection Plus Death Benefit Rider (Joint Life)

This Statement shows the minimum and maximum values applicable to the variable material that is shown on the Contract Specifications Page 4 of the Contract.

Guaranteed Lifetime Withdrawal Benefit Rider (GLWB) (Single Life):

Rider Charge Rate in first Contract Year: .20%-2.00%
Base Rider Charge Rate: .20% to 2.00%
Charge Freeze Period: 0-10 years
Maximum Annual Rider Charge Rate: .20% to 3.00%
Lifetime Withdrawal Age: 59.5
GLWB Annual Credit Rate: 3% - 9%
Deferral Guarantee Percentage: 115% - 300%
MAW Rate For ages: 59.5 - 64: 3% - 9%
65 - 79: 3% - 9%
80 - 84: 3% - 9%
85+: 3% - 9%

For Available Investment Restrictions:

Category I Subaccounts Floor: 0-100
Category I Subaccounts Cap: 0-100
Category II Subaccounts Cap: 0-100
Category III Subaccounts Cap: 0-100
Category IV Subaccounts Cap: 0-100

Guaranteed Lifetime Withdrawal Benefit Rider (GLWB) (Joint Life):

Rider Charge Rate in first Contract Year: .20%-2.40%
Base Rider Charge Rate: .20% to 2.00%
Charge Freeze Period: 0-10 years
Maximum Annual Rider Charge Rate: .20% to 3.00%
Lifetime Withdrawal Age: 59.5
GLWB Annual Credit Rate: 3% - 9%
Deferral Guarantee Percentage: 115% - 300%
MAW Rate for youngest Participating Spouse, ages: 59.5 - 64: 3% - 9%
65 - 79: 3% - 9%
80 - 84: 3% - 9%
85+: 3% - 9%

For Available Investment Restrictions:

Category I Subaccounts Floor: 0-100
Category I Subaccounts Cap: 0-100
Category II Subaccounts Cap: 0-100
Category III subaccounts Cap: 0-100
Category IV Subaccounts Cap: 0-100

Premium Protection Death Benefit (Single Life)

Rider Charge Rate: .05% - .25% for issue ages less than or equal to 70
.50% for issue ages 71-75

Premium Protection Death Benefit (Joint Life)

Rider Charge Rate: .05% - .25% for issue ages less than or equal to 70
.50% for issue ages 71-75

Premium Protection Plus Death Benefit (Single Life)

Rider Charge Rate: .05% - .90%
Maximum Annual Rider Charge Rate: .05% - 1.5%

Premium Protection Plus Death Benefit (Joint Life)

Rider Charge Rate: .05% - .90%
Maximum Annual Rider Charge Rate: .05% - 1.5%

The following information is applicable to the variable material that appears in various provisions within the Rider Forms:

Guaranteed Lifetime Withdrawal Benefit Riders

Annual Credit Period: Anniversary : 5 – 15 years
Deferral Credit: Contract Years: 5- 15 years
Anniversary: 5 – 15 years
Anniversary: First to Third

Premium Protection Plus Death Benefit Riders

GLWB Death Benefit Amount: Annuitant's Attained Age: 80 – 90 Years
Anniversary: 1-10 Years

Contract Specifications

Riders:

[Guaranteed Lifetime Withdrawal Benefit Rider (GLWB) (Single Life):

Rider Charge Rate in first Contract Year: [.95%]

Base Rider Charge Rate: [.95%]

Charge Freeze Period: [2 Years]

Maximum Annual Rider Charge Rate: [2.00%]

Lifetime Withdrawal Age: [59.5]

GLWB Annual Credit Rate: [8%]

Deferral Guarantee Percentage: [200%]

MAW Rate for ages 59.5 - 64: [4%]

65 - 74: [5%]

75 - 79: [5.5%]

80 - 84: [6%]

85+: [6.5%]

For Available Investment Restrictions:

Category I Subaccounts Floor: [30%]

Category I Subaccounts Cap: [60%]

Category II Subaccounts Cap: [70%]

Category III Subaccounts Cap: [25%]

Category IV Subaccounts Cap: [15%]

[Guaranteed Lifetime Withdrawal Benefit Rider (GLWB) (Joint Life):

Rider Charge Rate in first Contract Year: [1.20%]

Base Rider Charge Rate: [1.20%]

Charge Freeze Period: [2 Years]

Maximum Annual Rider Charge Rate: [2.40%]

Lifetime Withdrawal Age: [59.5]

GLWB Annual Credit Rate: [8%]

Deferral Guarantee Percentage: [200%]

MAW Rate for youngest Participating Spouse, ages 59.5 - 64: [4%]

65 - 74: [5%]

75 - 79: [5.5%]

80 - 84: [6%]

85+: [6.5%]

For Available Investment Restrictions:

Category I Subaccounts Floor: [30%]

Category I Subaccounts Cap: [60%]

Category II Subaccounts Cap: [70%]

Category III Subaccounts Cap: [25%]

Category IV Subaccounts Cap: [15%]

[Premium Protection Death Benefit (Single Life)

Rider Charge Rate [.10%; for issue ages less than or equal to 70; .25% for issue ages 71-75.]]

[Premium Protection Death Benefit (Joint Life)

Rider Charge Rate [.10%; for issue ages less than or equal to 70; .25% for issue ages 71-75.]]

[Premium Protection Plus Death Benefit (Single Life)

Rider Charge Rate [.45%]

Maximum Annual Rider Charge Rate: [.90%]

[Premium Protection Plus Death Benefit (Joint Life)

Rider Charge Rate [.45%]

Maximum Annual Rider Charge Rate: [.90%]