Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Protected Capital Strategies
TOI: A03I Individual Annuities - Deferred Variable
Sub-TOI: A03I.002 Flexible Premium
Filing Type: Form

SERFF Tr Num: ELAS-126585776
SERFF Status: Closed-Approved-Closed
Co Tr Num: 2010PCSBASE-I-A

Author: Robert Palermo
Date Submitted: 04/21/2010

State: Arkansas
State Tr Num: 45475

State Status: Approved-Closed
Reviewer(s): Linda Bird
Disposition Date: 04/29/2010
Disposition Status: Approved-Closed

Implementation Date Requested: 05/19/2010
Implementation Date:
State Filing Description:

General Information

Project Name: Protected Capital Strategies
Project Number: 2010PCSBASE-I-A
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 04/29/2010

Deemer Date:
Submitted By: Robert Palermo
Filing Description:
Please see attached filing letter.

Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Individual
Group Market Size:
Group Market Type:
Explanation for Other Group Market Type:
State Status Changed: 04/29/2010
Created By: Robert Palermo
Corresponding Filing Tracking Number:

Company and Contact

Filing Contact Information

Gregory Prato, Assistant Vice President
1290 Avenue of the Americas, 14th Floor
New York, NY 10104

greg.prato@axa-equitable.com
212-314-5710 [Phone]
212-314-3380 [FAX]

Filing Company Information

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

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	DOI filing fee is $50.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	$50.00	04/21/2010	35847813
AXA Equitable Life Insurance Company	$550.00	04/21/2010	35857083

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/29/2010	04/29/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Linda Bird	04/26/2010	04/26/2010	Robert Palermo	04/29/2010	04/29/2010
Pending Industry Response	Linda Bird	04/21/2010	04/21/2010	Robert Palermo	04/21/2010	04/21/2010

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Response Letter	Robert Palermo	04/28/2010	04/28/2010
Supporting Document	Variable Text Memorandum	Robert Palermo	04/28/2010	04/28/2010

Disposition

Disposition Date: 04/29/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*ELAS-126585776*	*State:*	*Arkansas*
Filing Company:	*AXA Equitable Life Insurance Company*	*State Tracking Number:*	*45475*
Company Tracking Number:	*2010PCSBASE-I-A*		
TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*Protected Capital Strategies*		
Project Name/Number:	*Protected Capital Strategies/2010PCSBASE-I-A*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document *(revised)*	Variable Text Memorandum		Yes
Supporting Document	Variable Text Memorandum	Replaced	Yes
Supporting Document	Filing Letter		Yes
Supporting Document *(revised)*	Response Letter		Yes
Supporting Document	Response Letter	Replaced	Yes
Form	Flexible Premium Deferred Variable And Index Linked Annuity Contract		Yes
Form	Data Pages		Yes
Form	Insert Page		Yes
Form	Insert Page		Yes
Form	Endorsement Applicable To Non-Qualified Contracts		Yes
Form	Endorsement Applicable To Traditional IRA Contracts		Yes
Form	Endorsement Applicable To Roth IRA Contracts		Yes
Form	MSCI Disclosure		Yes
Form	Individual Variable Annuity – Application		Yes
Form	Individual Variable Annuity – Application		Yes
Form	Individual Variable Annuity – Application		Yes
Form	Individual Variable Annuity – Application		Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	04/26/2010
Submitted Date	04/26/2010
Respond By Date	05/26/2010

Dear Gregory Prato,

This will acknowledge receipt of the captioned filing.

Objection 1
No Objections
Comment: Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further addresses this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

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

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

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/29/2010
Submitted Date	04/29/2010

Dear Linda Bird,

Comments:
Thank you for your letter of 04/21/2010.

Response 1

Comments: Our response letter was sent under the supporting documentation tab on 04/28/2010.

Related Objection 1

Comment:
Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further addresses this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

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

Changed Items:

Supporting Document Schedule Item Changes
Satisfied -Name: Response Letter
Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Our thanks to you for your time and consideration.

I look forward to hearing from you.

Greg Prato
Assistant Vice President

Sincerely,
Robert Palermo

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	04/21/2010
Submitted Date	04/21/2010
Respond By Date	05/21/2010

Dear Gregory Prato,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Regulation 57 was revised effective January 1, 2010, the filing fee is now $50.00 per form. We will hold your filing in a pending status until the additional $550.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/21/2010
Submitted Date	04/21/2010

Dear Linda Bird,

Comments:

Response 1

Comments: We have remitted by EFT the additional $550.00 for this filing.

Related Objection 1

Comment:

Regulation 57 was revised effective January 1, 2010, the filing fee is now $50.00 per form. We will hold your filing in a pending status until the additional $550.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We apologize for this omission of the fees.

Sincerely,
Robert Palermo

Amendment Letter

Submitted Date: 04/28/2010

Comments:

Attached in the Supporting Document is our response.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Response Letter

Comment:

AR 04-28-2010 Response Letter.pdf

Amendment Letter

Submitted Date: 04/28/2010

Comments:

Correction to VTM's for enrollment forms.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Variable Text Memorandum

Comment:

VTM - Data Page - For use with Contract Form 2010PCSBASE-I-A2010PCSBASE-I-B (Final).pdf

VTM - End - For use with Contract Form No 2010PCSBASE-I-A2010PCSBASE-I-B (Final).pdf

VTM - For Enrollment Forms and Applications 2010 PCS App 01 and 2010 PCSI App 01 (Revised-F).pdf

VTM - For Enrollment Forms and Applications 2010 PCS App 02 and 2010 PCSI App 02 (Revised-F).pdf

Form Schedule

Lead Form Number: 2010PCSBASE-I-A

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	2010PCSBASE-I-A	Policy/Contract/Fraternal Certificate	Flexible Premium Deferred Variable And Index Linked Annuity Contract	Initial		0.000	Contract - 2010PCSBASE-I-A Rev 4 15 10 (Final).pdf
	2010PCSDP	Data/Declaration Pages	Data Pages	Initial		0.000	2010PCSDP Base Data Pages_Contract Version_FINAL.pdf
	2010PCSDP-B	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Insert Page	Initial		0.000	2010PCSDP-B - PCS Data Page - B Share Contract Version FINAL.pdf
	2010PCSDP-ADV	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Insert Page	Initial		0.000	2010PCSDP-ADV - Fee Based Data Page_Contract Version_ FINAL.pdf
	2010NQ-I-PCS	Policy/Contract/Fratern	Endorsement Applicable To Non-	Initial		0.000	2010NQ-I-PCS - NQ

	al Certificate: Amendment, Insert Page, Endorsement or Rider	Qualified Contracts			Endorsement-Individual (FINAL).pdf
2010IRA-I-PCS	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Endorsement Applicable To Traditional IRA Contracts	Initial	0.000	End - Gen - 201OIRA-I-PCS Revised 4-20-10 Final.PDF
2010ROTH-I-PCS	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Endorsement Applicable To Roth IRA Contracts	Initial	0.000	End - Gen - 2010ROTH-I-PCS Revised 4-20-10 Final.PDF
PCS-MSCI	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	MSCI Disclosure	Initial	0.000	PCS-MSCIMSCI DISCLOSURE Endorsement.pdf
2010 PCSI App 01	Application/Enrollment Form	Individual Variable Annuity – Application	Initial	0.000	Application-Enrollment Form - 2010 PCSI App 01

					(Final).pdf
2010 PCSI App 02	Application/ Enrollment Form	Individual Variable Annuity – Application	Initial	0.000	Application-Enrollment Form - 2010 PCSI App 02 (Final).pdf
2010 PCS App 01	Application/ Enrollment Form	Individual Variable Annuity – Application	Initial	0.000	Application-Enrollment Form - 2010 PCS App 01(Final).pdf
2010 PCS App 02	Application/ Enrollment Form	Individual Variable Annuity – Application	Initial	0.000	Application-Enrollment Form - 2010 PCS App 02 (Final).pdf

Owner: [JOHN DOE]

[Applicable for Non-Qualified Contracts only when a Joint Owner and/or Joint Annuitant applies]
[Joint Owner:]

[Joint Annuitant:]

Contract Number: [00000]

Contract Date: [January 1, 2010]

FLEXIBLE PREMIUM DEFERRED VARIABLE AND INDEX LINKED ANNUITY CONTRACT

Processing Office: [AXA Equitable Life Insurance Company, P.O. Box 1547, Secaucus, New Jersey 07096-1547]

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

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

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

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

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

[Christopher M. Condron
Chairman and Chief Executive Officer]

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

The portion of Annuity Account Value in the Protected Investment Option (Part II) may increase or decrease in value based on the performance of external Indices subject to the applicable Performance Cap Rate and Segment Buffer. The portion of Annuity Account Value held in the Variable Investment Options (Part III) may increase or decrease in value based on the performance of the Variable Investment Options.

TABLE OF CONTENTS

			Page
DATA			
Part I	-	DEFINITIONS	3
Part II	-	PROTECTED INVESTMENT OPTION	6
PART III	-	VARIABLE INVESTMENT OPTIONS	13
Part IV	-	CONTRIBUTIONS AND ALLOCATIONS	16
Part V	-	TRANSFERS AMONG INVESTMENT OPTIONS	18
Part VI	-	WITHDRAWALS AND TERMINATION	19
Part VII	-	PAYMENT UPON DEATH	20
Part VIII	-	ANNUITY BENEFITS	22
Part IX	-	CHARGES	25
Part X	-	GENERAL PROVISIONS	27
TABLE OF GUARANTEED ANNUITY PAYMENTS			30

PART I – GENERAL DEFINITIONS

SECTION 1.01 ANNUITANT

''Annuitant'' means the individual who is the measuring life for determining the Contract's Maturity Date, or any successor Annuitant. The Annuitant is shown in the Data Pages.

SECTION 1.02 ANNUITY ACCOUNT VALUE

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

SECTION 1.03 ANNUITY BENEFIT

''Annuity Benefit'' means a benefit payable by us as described in Part VIII.

SECTION 1.04 BUSINESS DAY

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

SECTION 1.05 CASH VALUE

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

SECTION 1.06 CODE

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

SECTION 1.07 CONTRACT

''Contract'' means this Contract including the Data Pages, any Endorsements and any applicable Rider(s). This is the entire Contract.

SECTION 1.08 CONTRACT DATE

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

SECTION 1.09 CONTRACT DATE ANNIVERSARY

A Contract Date Anniversary is the last day of the Contract Year.

SECTION 1.10 CONTRACT MATURITY DATE

''Contract Maturity Date'' means the date on which the annuity payments described in Part VIII are to commence. The Contract Maturity Date is shown in the Data Pages and is based on the original Annuitant's date of birth.

SECTION 1.11 CONTRACT YEAR

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

SECTION 1.12 CONTRIBUTION ''Contribution'' means a payment made to us under the Contract. See Part IV.

SECTION 1.13 INVESTMENT FUND

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

SECTION 1.14 INVESTMENT OPTION

''Investment Option'' means the Protected Investment Option, a Segment Type Holding Account, or a Variable Investment Option of a Separate Account.

SECTION 1.15 NON-NATURAL OWNER

"Non-Natural Owner" means an Owner who is not an individual.

SECTION 1.16 OWNER

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

SECTION 1.17 PRIOR CONTRACT

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

SECTION 1.18 PROCESSING OFFICE

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

SECTION 1.19 PROTECTED INVESTMENT OPTION

"Protected Investment Option" means the Segments described in Part II. The Annuity Account Value in the Protected Investment Option is the sum of your Annuity Account Value in the Segments.

SECTION 1.20 SEPARATE ACCOUNT

''Separate Account'' means any of the Separate Accounts described or referred to in Part III of this Contract.

SECTION 1.21 TRANSACTION DATE

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

SECTION 1.22 VARIABLE INVESTMENT OPTION

"Variable Investment Option" means a subdivision of a Separate Account available under this Contract and includes the Segment Type Holding Accounts unless otherwise noted. A Variable Investment Option may invest its assets in an Investment Fund.

PART II – PROTECTED INVESTMENT OPTION

SECTION 2.01 DEFINITIONS

In this Part II, we define certain terms that are used in connection with the Protected Investment Option.

SECTION 2.01(a) INDEX

"Index" means the reference price, not including dividends, used to determine the Segment Rate of Return for a Segment Type. The currently designated Indices are shown in the Data Pages.

SECTION 2.01(b) INDEX PERFORMANCE RATE

"Index Performance Rate" means, for any Segment, the percentage change in the value of the related Index from the Segment Start Date to the Segment Maturity Date. This calculation, called the point-to-point- method, compares the change in the Index between two discrete points in time, namely the Segment Start Date and the Segment Maturity Date. The Index Performance Rate may be positive or negative.

SECTION 2.01(c) PARTICIPATION RATE

The "Participation Rate" determines how much of the Index Performance Rate is used to calculate the Segment Rate of Return on the Segment Maturity Date. Segment Types may have different Participation Rates. The Participation Rate is shown in the Data Pages for the currently available Segment Types if the rate is other than [100%].

SECTION 2.01(d) PERFORMANCE CAP RATE

"Performance Cap Rate" means the highest Segment Rate of Return that can be credited on a Segment Maturity Date. We set the Performance Cap Rate for each new Segment on the Segment Start Date. We reserve the right to set the Performance Cap Rate at any time prior to the Segment Start Date. The Performance Cap Rate may vary for each Segment. We may set Performance Cap Rates for new Contracts that are different than the Performance Cap Rates we set during that period for the same Segment under existing Contracts.

[SECTION 2.01(e) PERFORMANCE CAP THRESHOLD

"Performance Cap Threshold" means the minimum Performance Cap Rate you specified as a Segment Participation Requirement that must be met in order for amounts to be transferred from a Segment Type Holding Account or from a maturing Segment into a new Segment. If we notify you that Performance Cap Thresholds are available, you may specify such Thresholds in accordance with our rules. A Performance Cap Threshold will remain in effect [until the later of [90] days after we receive your election and the date amounts in the applicable Segment Type

Holding Account are transferred into a Segment.] We may discontinue availability of Performance Cap Thresholds with advance notice to you.]

SECTION 2.01(f) SEGMENT

"Segment" means an Investment Option we establish with a specific Index, Segment Duration, Segment Buffer, Segment Maturity Date, Performance Cap Rate, and Participation Rate.

SECTION 2.01(g) SEGMENT BUFFER

"Segment Buffer" means the maximum percentage decline in the performance of an Index during a Segment Duration that will be absorbed under the Contract with no resulting reduction in the Segment Maturity Value for a Segment held until its Segment Maturity Date. Any percentage decline in the Segment's Index Performance Rate multiplied by the Participation Rate that is in excess of the Segment Buffer reduces your Segment Maturity Value.

SECTION 2.01(h) SEGMENT BUSINESS DAY

"Segment Business Day" means, generally, any Business Day on which an Index price is expected to be published for all Segments having a scheduled Segment Start Date or Segment Maturity Date in that month, as described in the Data Pages, and generally ends at 4:00 pm Eastern Time or such other time as we state in writing to the Owner. If any given day is not a day on which the Index price is scheduled to be published for any such Index, then that day is not a Segment Business Day for any Segment. We will notify you of the days an Index price is scheduled to be published for any new or changed Index we designate. A day may be a "Business Day" for other purposes under the Contract but may not be a Segment Business Day. We schedule Segment Start Dates and Segment Maturity Dates to occur on Segment Business Days.

SECTION 2.01(i) SEGMENT DURATION

"Segment Duration" means the period from the Segment Start Date to the Segment Maturity Date.

SECTION 2.01(j) SEGMENT INTERIM VALUE

"Segment Interim Value" means the Annuity Account Value in a Segment prior to the Segment Maturity Date.

SECTION 2.01(k) SEGMENT INVESTMENT

"Segment Investment" means the amount of your initial allocation to a Segment, adjusted for withdrawals.

SECTION 2.01(l) SEGMENT MATURITY DATE

"Segment Maturity Date" means the Segment Business Day a Segment ends. A Segment Maturity Date must occur on a Segment Business Day and is shown in the Data Pages.

SECTION 2.01(m) SEGMENT MATURITY VALUE

"Segment Maturity Value" means the sum of your Segment Investment and your Segment Return Amount in a Segment on the Segment Maturity Date as described in Section 2.03.

SECTION 2.01(n) SEGMENT PARTICIPATION REQUIREMENTS

"Segment Participation Requirements" means the requirements that must be met before we transfer amounts either from a Segment Type Holding Account to a Segment or from a Segment on a Segment Maturity Date to another Segment on a Segment Start Date. The Segment Participation Requirements are described in Part IV of this Contract.

SECTION 2.01(o) SEGMENT RATE OF RETURN

"Segment Rate of Return" means a rate equal to the Index Performance Rate multiplied by the Participation Rate. Your Segment Rate of Return is determined as follows:

If the Index Performance Rate multiplied by the Participation Rate:	Then The Segment Rate of Return will be:
Exceeds the Performance Cap Rate	Equal to the Performance Cap Rate
Is positive but is less than or equal to the Performance Cap Rate	Equal to the Index Performance Rate multiplied by the Participation Rate
Is between zero and the Segment Buffer inclusive	Equal to 0%
Is more negative than the Segment Buffer	Negative, to the extent the percentage decline exceeds the Segment Buffer

SECTION 2.01(p) SEGMENT START DATE

"Segment Start Date" means the Segment Business Day on which a Segment begins. A Segment Start Date must occur on a Segment Business Day and is shown in the Data Pages.

SECTION 2.01(q) SEGMENT RETURN AMOUNT

"Segment Return Amount" means an amount equal to the Segment Rate of Return multiplied by your Segment Investment on the Segment Maturity Date. The Segment Return Amount is added to, or subtracted from, the Segment Investment to determine your Segment Maturity Value as described in section 2.05.

SECTION 2.01(r) SEGMENT TYPE

"Segment Type" means all Segments that have the same Index, Segment Duration, Segment Buffer, and Participation Rate. The Segment Types currently available on the Contract Date are shown in the Data Pages.

SECTION 2.01(s) SEGMENT TYPE HOLDING ACCOUNT

"Segment Type Holding Account" means an account that holds all contributions and transfers allocated to a Segment Type pending investment in a Segment. There is a Segment Type Holding Account for each Segment Type. A Segment Type Holding Account is a Variable Investment Option and is currently part of the [EQ/Money Market Variable Investment Option]. We have the right to designate another Investment Option for purposes of the Segment Type Holding Account. We will notify you of any such change prior to our use of any alternative Investment Option for the Segment Type Holding Account.

OPERATION OF THE PROTECTED INVESTMENT OPTION

SECTION 2.02 INVESTMENT IN A SEGMENT ON A SEGMENT START DATE

We may establish new Segments on Segment Start Dates. Your Annuity Account Value in a Segment Type Holding Account is automatically transferred to the next new Segment that we establish in that Segment Type on its Segment Start Date, as provided in Section 4.01A.

SECTION 2.03 ALLOCATION OPTIONS ON A SEGMENT MATURITY DATE

We will notify you at least [45] days prior to a Segment Maturity Date. If you have not provided us with instructions for allocation of the Segment Maturity Value, your Segment Maturity Value will be allocated to the Segment Type Holding Account for Segments of the same Segment Type as the Segment that matured for transfer to the next new Segment of that Type as described in Section 4.01A. However, if the same Segment Type has been terminated, your Segment Maturity Value will be transferred to the [EQ/Money Market Variable Investment Option]. [Additional rules for allocation options on a Segment Maturity Date may be provided in the Data Pages.]

We will use your Segment Maturity Date instruction on file to allocate the Segment Maturity Value to available Investment Options. You may change your instruction on file at any time by sending us the proper form. Changes will be effective on the Business Day of receipt by us, but for any particular Segment Maturity Date, the change must be received by us before the Segment Maturity Date.

SECTION 2.04 SEGMENT INTERIM VALUE

We determine the Interim Value of your investment in a Segment on each Business Day based on the estimated current value of financial instruments representing our obligation to provide your Segment Maturity Value on the Segment Maturity Date, including (i) a fixed instrument that, with interest at the rate for such instruments on the Segment Start Date, matures on the Segment Maturity Date with a maturity value equal to the Segment Investment, and (ii) put and call options or similar instruments representing the potential Index Performance Rate for the Segment. However, your Segment Interim Value will not exceed the sum of (i) your Segment Investment plus (ii) your Segment Investment multiplied by the portion of the Segment's Performance Cap Rate corresponding to the elapsed portion of the Segment's Duration; we may determine this cap on the Segment Interim Value on a periodic basis, such as monthly or quarterly, rather than daily. Our Interim Value methodology is on file with the insurance regulator in New York State, our state of domicile

SECTION 2.05 SEGMENT MATURITY VALUE

We determine your Segment Maturity Value on the Segment Maturity Date based on your Segment Rate of Return as shown in the table in Section 2.01(o) and your Segment Return Amount as described in Section 2.01(q). Your Segment Maturity Value is the sum of your Segment Investment plus your Segment Return Amount on the Segment Maturity Date.

A Segment ends upon its Segment Maturity Date. Upon maturity of a Segment, the Segment Maturity Value is transferred to another Investment Option as described in Section 2.03.

SECTION 2.06 DISCONTINUATION OF OR SUBSTANTIAL CHANGE TO THE INDEX

We have the right, subject to compliance with applicable law, to:

(a) substitute an alternative Index if the publication of the Index is discontinued, or, at our sole discretion, we determine that our use of the Index should be discontinued; or
(b) end a Segment if an Index is discontinued or otherwise becomes unavailable to us and no reasonable alternative is then available for substitution of such Index. If we end a Segment before its scheduled Maturity Date, we will determine a Segment Maturity Value in accordance with our procedures for an unscheduled close day, as described in section 2.08.

We will notify you of any of the above actions we take.

SECTION 2.07 CHANGES TO SEGMENT TYPES AND SEGMENTS

We reserve the right, with advance written notice, to change the Segment Start Date and/or Segment Maturity Date, to change the frequency with which we offer new Segments, to stop offering them, or to temporarily suspend offering new Segments. We also reserve the right to add new Segment Types.

If we suspend the offering of new Segments for a Segment Type, amounts invested in the Segment Type Holding Account for that Segment Type will remain in the Segment Type Holding Account until the next Segment Start Date that Segment Participation Requirements are met on or after the date we lift the suspension or until you instruct us to transfer amounts out of the Segment Type Holding Account.

If the offering of a Segment Type is terminated, amounts invested in the Segment Type Holding Account will be transferred to the [EQ/Money Market Variable Investment Option]. If the terminated Segment Type is included in your allocations instructions on file, it will be replaced with the [EQ/Money Market Variable Investment Option.]

SECTION 2.08 EFFECT OF AN UNSCHEDULED CLOSE DAY

An unscheduled close day for any given Segment Type is a Segment Business Day on which the value of the Index for the Segment Type is scheduled to be published but is not published. If an unscheduled close day occurs between a Segment Start Date and a Segment Maturity Date, we may defer withdrawals from that Segment as described in Section 10.03, "Deferment."

SECTION 2.09 SEPARATE ACCOUNT FOR THE PROTECTED INVESTMENT OPTION

For all Contracts that offer the Protected Investment Option, we hold in our Separate Account [No. 68.] an amount equal to the Cash Values for the Protected Investment Option attributable to those Contracts. We have established this separate account and maintain it in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets in this separate account are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in this separate account to support the Contract and other annuity contracts. The assets of the separate account are our property. The portion of such assets equal to the reserves and other contract liabilities will not be chargeable with liabilities that arise out of any other business we conduct. You do not participate in the performance of the separate account. We may transfer assets of the separate account in excess of reserves and other liabilities with respect to such account to another separate account or to our general account.

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

We have the right, subject to compliance with applicable law, to: (a) add new separate accounts to be used for the same purpose as Separate Account [No. 68], (b) divide the separate account into two or more separate accounts to be used for the same purpose, and (c) combine this separate account with any other separate account that is used for the same purpose.

Part III - VARIABLE INVESTMENT OPTIONS

SECTION 3.01 SEPARATE ACCOUNT FOR VARIABLE INVESTMENT OPTIONS

We have established the Separate Account [49] ("Separate Account") for the Variable Investment Options and maintain such Account(s) in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets of the Separate Account(s) are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in the Separate Account(s) to support this Contract and other variable annuity contracts and certificates. Assets may be placed in the Separate Account(s) for other purposes, but not to support contracts or policies other than variable annuities and variable life insurance.

A Separate Account may be subdivided into Variable Investment Options.

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

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

SECTION 3.02 SEPARATE ACCOUNT ACCUMULATION UNITS AND UNIT VALUES FOR THE VARIABLE INVESTMENT OPTIONS

The amount you have in a Variable Investment Option at any time is equal to the number of Accumulation Units you have in that Variable Investment Option multiplied by the Variable Investment Option's Accumulation Unit Value at that time. ''Accumulation Unit'' means a unit which is purchased in a Separate Account. ''Accumulation Unit Value'' means the dollar value of each Accumulation unit in a Separate Account on a given date. (If Variable Investment Options apply as described in Section 3.01, then the terms of this Section 3.02 apply separately to each Variable Investment Option, unless otherwise stated.)

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

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

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

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

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

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

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

(c) is the daily Contract Fee (see Section 9.04) for the expenses and risks of the Contract, times the number of calendar days in the Valuation Period, plus any charge for taxes or amounts set aside as a reserve for taxes.

SECTION 3.03 CHANGES WITH RESPECT TO SEPARATE ACCOUNT

In addition to the rights reserved pursuant to Sections 4.01, 10.01 and 10.02, we have the right, subject to compliance with applicable law, including approval of Contract owners if required:

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

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

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

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

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

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

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

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

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

PART IV - CONTRIBUTIONS AND ALLOCATIONS

SECTION 4.01 CONTRIBUTIONS AND ALLOCATIONS

You may allocate Contributions and transfers to the Investment Options available under this Contract in accordance with the terms and conditions of this Contract. You need not allocate Contributions to each available Investment Option. You may change the allocation election at any time by sending us the proper form. Allocation percentages must be in whole numbers (no fractions) and must total 100%. Each Contribution is allocated (after deduction of any charges that may apply) in accordance with the allocation instructions in effect on the Transaction Date of the Contribution.

The available Investment Options on the Contract Date are shown in the Data Pages. We have the right to add Investment Options, to limit the number of Investment Options which you may elect, and to limit or terminate allocations to an Investment Option.

SECTION 4.01A CONTRIBUTIONS AND ALLOCATIONS TO THE PROTECTED INVESTMENT OPTION

Contributions and transfers allocated to a Segment are initially invested in the Segment Type Holding Account until the next available Segment Start Date for that Segment Type. Unless otherwise stated in the Data Pages, all amounts in a Segment Type Holding Account on the Business Day preceding the Segment Start Date will be transferred into the Segment on the Segment Start Date, provided that all Segment Participation Requirements are met. Any such amounts, including the investment results of the Segment Type Holding Account are transferred from the Segment Type Holding Account to the designated Segment pursuant to the prior sentence.

Amounts allocated on the Segment Start Date to a Segment Type Holding Account are not included in the amounts transferred from the Segment Type Holding Account to a designated Segment. Such amounts are transferred from the Segment Type Holding Account to the designated Segment on the Segment Start Date of the following month, provided that all Segment Participation Requirements are met.

On a Segment Maturity Date, any Segment Maturity Value to be transferred to a new Segment pursuant to your Segment Maturity Date instructions or as otherwise provided in Section 2.05 is allocated to the Segment Type Holding Account for the designated Segment.

Segment Participation Requirements

Unless otherwise provided in the Data Pages, the following Segment Participation Requirements must be met on a Segment Start Date in order for amounts to be transferred to a Segment from a Segment Type Holding Account:

(a) the Segment is available;
(b) the Segment does not have a Segment Duration that extends beyond your Contract Maturity Date; [and
(c) the Performance Cap Rate is equal to or greater than your Performance Cap Threshold, if any.]

In general, amounts that are not transferred because Segment Participation Requirements have not been met will remain in the Segment Type Holding Account and be transferred to the next new Segment for which the Segment Participation Requirements are met, as described in Section 4.01A. However, if Segment Participation Requirements have not been met because the Segment Type has been terminated, or if new Segment Maturity Dates of that Segment Type would be later than your Contract Maturity Date, your amount in the Segment Type Holding Account will be transferred to the [EQ/Money Market Variable Investment Option]. We may change the Participation Requirements and will provide you advance notice of any such change.

SECTION 4.01B CONTRIBUTIONS AND ALLOCATIONS TO VARIABLE INVESTMENT OPTIONS

Contributions and transfers allocated to a Variable Investment Option purchase Accumulation Units in that Division of the Separate Account, using the Accumulation Unit Value for that Transaction Date as described in Part III.

SECTION 4.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS

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

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

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

PART V - TRANSFERS AMONG INVESTMENT OPTIONS

SECTION 5.01 TRANSFER REQUESTS

You may request to transfer all or part of the amount held in an Investment Option to one or more of the other Options. The request must be in a form we accept. A transfer request will not be accepted if it involves less than the minimum amount, if any, stated in the Data Pages (unless the Annuity Account Value is less than such amount). All transfers will be made on the Transaction Date. With respect to a Variable Investment Option, the transfers will be made at the Accumulation Unit Value for that Transaction Date. Transfers are subject to Sections 4.01, 5.02 and our rules in effect at the time of transfer.

SECTION 5.02 TRANSFER RULES

The transfer rules which currently apply are described in the Data Pages. We have the right to change these rules. Any change will be made upon advance notice to you.

Transfers to a Variable Investment Option will also be subject to the rules of the Investment Fund in which it invests, and in accordance with Sections 6.01, 9.02 and 9.03.

PART VI - WITHDRAWALS AND TERMINATION

SECTION 6.01 WITHDRAWALS

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

On the Transaction Date, we will pay the amount of the withdrawal requested, or, if less, the Cash Value. The amount to be paid plus any Withdrawal Charge which applies (see Section 9.01) will be withdrawn as stated in the Data Pages.

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

We will withdraw any redemption fee or other charge that an Investment Fund requires us to deduct from your Account Value. Such amounts, less any applicable processing fee, will be remitted to the Investment Fund. Unless otherwise provided in the Data Pages such withdrawals will not be subject to the Withdrawal Charges described under Section 9.01, but may cause Contract termination as provided in Section 6.02.

SECTION 6.02 CONTRACT TERMINATION

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

(a) A withdrawal is made under Section 6.01 that would result in an Annuity Account Value of an amount less than the minimum amount stated in the Data Pages.

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

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

PART VII – PAYMENT UPON DEATH

SECTION 7.01 BENEFICIARY

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

You may name one or more persons to be primary Beneficiary and one or more other persons to be successor Beneficiary if the primary Beneficiary dies before the Owner. If there is more than one Beneficiary under the Contract, the entire interest in the Contract will be apportioned among your Beneficiaries as you designate. Unless you direct otherwise, if you have named two or more persons as Beneficiary, the Beneficiary will be the named person or persons who survive you and payments will be made to such persons in equal shares or to the survivor.

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

You may change the Beneficiary during your lifetime and while coverage under the Contract is in force. If the Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant or Joint Annuitant, if applicable. For purpose of this Section, "you" or "your" refer to the Annuitant when describing the Death Benefit under a Non-Natural Owner Contract.

SECTION 7.02 PAYMENT UPON DEATH

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

Effect of Notification of Death

If you die while this Contract is in force and before the earlier of (i) the date payments commence under Part VIII and (ii) the Contract Maturity Date, we will pay a Death Benefit to the Beneficiary named under Section 7.01 upon receipt of a properly completed written request, a certified copy of the death certificate (due proof of death), proof satisfactory to us that the person claiming the Death Benefit is the person entitled to receive it, tax information required by the Code and any other forms we require. We refer to the above requirements as the "Beneficiary Requirements". Payment is subject to the terms of Section 7.01 and any special rules which may apply as described in the Data Pages and any Endorsement attached hereto.

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

Upon receipt of notification of your death, if we have not received the Beneficiary Requirements described above, your Contract will continue to remain invested in the Investment Options and no transactions will be permitted except as described in this paragraph with respect to the Protected Investment Option. We will not permit any transfers into or withdrawals from a Segment. Amounts in a Segment Type Holding Account will be transferred to the [EQ/Money Market Variable Investment Option] on the Business Day prior to the Segment Start Date. For Segments in effect on the Segment Maturity Date, amounts will be transferred to the [EQ/Money Market Variable Investment Option] for any Segments in effect prior to your death.

Effect of Death on Amounts Allocated to the Protected Investment Option

If any amounts are held under a Segment, amounts required for the payment of a Death Benefit will be withdrawn from the Segment as described in Section 6.01 of the Contract. Amounts withdrawn from a Segment on a date other than the Segment Maturity Date will reflect the Segment's Segment Interim Value.

If amounts are allocated to any Segment in the Protected Investment Option at the time of your death, unless required for the payment of a Death Benefit, there will be no withdrawal from a Segment prior to the Segment Maturity Date. Amounts in Segments must remain in the Segments until the earlier of the Segment Maturity Date or the Transaction Date of a withdrawal.

Spousal Continuation under the Protected Investment Option

If the Contract continues under Spousal Continuation, your surviving spouse may make any changes regarding allocation to any Segment under the Protected Investment Option that you would have been eligible to make during your life unless otherwise restricted in an Endorsement attached hereto.

SECTION 7.03 MANNER OF PAYMENT

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

PART VIII - ANNUITY BENEFITS

SECTION 8.01 ELECTION OF ANNUITY BENEFITS

As of the Contract Maturity Date the Annuity Account Value will be applied to provide for the Normal Form of Annuity Benefit (described below). However, you may instead elect (i) to have the Cash Value paid in a single sum, (ii) to apply the Annuity Account Value or Cash Value, whichever applies pursuant to the first paragraph of Section 8.05, to provide an Annuity Benefit of any form offered by us or one of our affiliated life insurance companies, or (iii) to apply the Cash Value to provide any other form of benefit payment we offer, subject to our rules then in effect and applicable laws and regulations. At the time an Annuity Benefit is purchased, we will issue a supplementary contract which reflects the Annuity Benefit terms.

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

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

SECTION 8.02 CONTRACT MATURITY DATE

The Contract Maturity Date is shown in the Data Pages, but may be changed by us in conformance with applicable law. The Contract Maturity Date may not be earlier than [thirteen months] following the Contract Date, unless otherwise provided in the Data Pages.

SECTION 8.03 ANNUITY BENEFIT

Payments under an Annuity Benefit will be made monthly. You may elect instead to have the Annuity Benefit paid at other intervals, such as every three months, six months, or twelve months, instead of monthly, subject to our rules at the time of your election or as otherwise stated in the Data Pages or any Endorsement attached hereto. This election may be made at the time the Annuity Benefit form as described in Section 8.04 is elected. In that event, all references in this Contract to monthly payments, with respect to the Annuity Benefit to which the election applies, will be deemed to mean payments at the frequency elected.

SECTION 8.04 ANNUITY BENEFIT FORMS

The ''Normal Form'' of Annuity Benefit is the Life-Period Certain Annuity Form described below, unless another Form is to apply pursuant to the terms of any plan under which the Contract is purchased, if applicable, the requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other law that applies. The Data Pages will state the Normal Form which applies. We may offer other annuity forms as available from us or from one of our affiliated life insurance companies. Such a form may, for example, include the Joint and Survivor Life Annuity Form

which provides monthly payments while either of two persons upon whose lives such payments depend is living. The monthly amount to be continued when only one of the persons is living will be equal to a percentage, as elected, of the monthly amount that was paid while both were living.

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

SECTION 8.05 AMOUNT OF ANNUITY BENEFITS

If you elect pursuant to Section 8.01 to have an Annuity Benefit paid in lieu of the Cash Value, then the amount applied to provide the Annuity Benefit will, unless otherwise stated in the Data Pages or required by applicable laws or regulations, be (i) the Annuity Account Value if the annuity form elected provides payments for a person's remaining lifetime or (ii) the Cash Value if the annuity form elected does not provide such lifetime payments.

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

SECTION 8.06 CONDITIONS FOR PAYMENT

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

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

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

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

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

SECTION 8.07 CHANGES

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

PART IX - CHARGES

SECTION 9.01 WITHDRAWAL CHARGES

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

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

> ''Free Withdrawal Amount'' means an amount equal to the percentage, stated in the Data Pages, of the Annuity Account Value, minus the total of all prior withdrawals (and associated Withdrawal Charges) made as described in Section 6.01 in the current Contract Year that may be withdrawn each Contract Year without incurring a Withdrawal Charge. We have the right to change the Free Withdrawal Amount, but it will always be a percentage between 0% and 30% if so provided in the Data Pages.
>
> If the amount of a withdrawal made under Part VI is more than the Free Withdrawal Amount (defined above), we will (a) first withdraw from the Investment Options, on the basis described in Section 6.01, an amount equal to the Free Withdrawal Amount, and (b) then withdraw from the Investment Options an amount equal to the excess of the amount requested over the Free Withdrawal Amount, plus a Withdrawal Charge if one applies.
>
> For purposes of this Section, amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of any Contributions. We have the right to carry forward the Free Withdrawal Amount into a future Contract Year, if not used in any Year, if so stated in the Data Pages.
>
> Any withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the reverse order in which they were made. That is, Contributions will be withdrawn on a last-in, first-out basis unless the Data Pages state that a first-in, first-out basis will apply.

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

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

SECTION 9.02 TRANSFER CHARGES

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

SECTION 9.03 INVESTMENT FUND REDEMPTION FEE

We reserve the right to charge your Annuity Account Value for any redemption fee or other transfer charge imposed by an Investment Fund. Such amounts will be withdrawn from your Annuity Account Value as described in Section 6.01.

SECTION 9.04 CONTRACT FEE

Assets of the Variable Investment Options will be subject to a daily asset charge. This daily asset charge is for, expenses and mortality and expense risk that we assume, as well as for financial accounting and Death Benefits if specified in the Data Pages. The charge will be made pursuant to item (c) of ''Net Investment Factor'' as defined in Section 3.02. Such charge will be applied after any deductions to provide for taxes. It will be at a rate not to exceed the maximum annual rate stated in the Data Pages. We have the right to charge less on a current basis; the actual charge to apply, for at least the first Contract Year, is also stated in the Data Pages.

SECTION 9.05 CHARGE FOR TAXES

We reserve the right to deduct from the amount applied to provide an Annuity Benefit a charge that we determine which is designed to approximate certain taxes that may be imposed on us, including but not limited to premium taxes which may apply in your state. If the tax to which this charge relates is imposed on us at a time other than when amounts are applied to an Annuity Benefit or if required by your state, we reserve the right to deduct this charge for taxes from Contributions. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current annuity rates, whichever rates would provide a larger benefit with respect to the payee.

SECTION 9.06 CHANGES

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

PART X - GENERAL PROVISIONS

SECTION 10.01 CONTRACT

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

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

SECTION 10.02 STATUTORY COMPLIANCE

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

The benefits and values available under this Contract will not be less than the minimum benefits required by any state law that applies.

SECTION 10.03 DEFERMENT

The use of proceeds to provide a payment of a Death Benefit and payment of any portion of the Annuity Account Value (less any Withdrawal Charge that applies) will be made within seven days after the Transaction Date of the request. Payments or proceeds from the Investment Options can be deferred for any period during which (1) any of the stock exchanges is closed or trading is restricted, (2) sales of securities or determination of the fair value of an Investment Option's assets is not reasonably practicable because of an emergency, or (3) the Securities and Exchange Commission, by order, permits us to defer payment in order to protect persons with interests in the Investment Options.

SECTION 10.04 REPORTS AND NOTICES

At least once each year until the Contract Maturity Date, we will send you a report showing:

(a) the total number of Accumulation Units in each Separate Account or Variable Investment Option and the Accumulation Unit Value;

(b) the dollar amount in each Variable Investment Option;

(c) the Segment Interim Value of each Segment;

(d) the Cash Value; and

(e) the amount of the Death Benefit.

In addition, we will send you a report for each new Segment to which Account Value was allocated showing the Segment Start Date, Segment Maturity Date and Performance Cap Rate.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records.

SECTION 10.05 ASSIGNMENTS AND TRANSFERABILITY

Your rights under this Contract may not be assigned, pledged or transferred, except as provided below. No amounts payable under this Contract to a payee other than you may be assigned by that payee unless permitted herein, nor will they be subject to the claims of creditors or to legal process, except to the extent permitted by law. Other restrictions may apply if stated in any Endorsement attached hereto.

You may request to assign this Contract by writing to us at our Processing Office and subject to our acceptance. The assignment will be effective upon the date of our acceptance. We will not be bound by any assignment, and we assume no responsibility for the validity of an assignment or for any rights or obligations between you and the assignee. Your rights and those of any other person referred to in this Contract will be subject to the assignment.

SECTION 10.06 PAYMENTS

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

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

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

SECTION 10.07 HOW TO COMMUNICATE WITH US

All transaction requests and other notices to us must be in writing in a form satisfactory to us, and delivered by U.S. mail to our Processing Office, except to the extent we agree, by advance written notification to you, to receive such requests or notices in another manner.

Transfer requests must also be in writing and delivered by U.S mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of

communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time.

We may choose to change a previously accepted manner of communication at our discretion. Transaction requests or other communications sent to us will not be effective until received at the Processing Office on a Business Day. Your Contract Number should be included in all correspondence.

[SECTION 10.08 MISSTATEMENT OF AGE

If the age of any person upon whose life or age a benefit provided under an optional Benefit Rider, depends ("Covered Person") has been misstated, any such benefits will be that which would have been purchased on the basis of the correct age. If the Covered Person would not have been eligible for that Rider at the correct age, (i) the Rider will be rescinded; (ii) any charges that were deducted for the benefit will be refunded and applied to the Annuity Account Value of the Contract, and (iii) only the Death Benefit provided under Section 8.02 will apply.]

TABLE OF GUARANTEED ANNUITY PAYMENTS

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

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

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

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

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

If a variable annuity form is available from us and elected pursuant to Section 9.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table "a" projected with modified Scale "G" and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.]

TABLE OF GUARANTEED ANNUITY PAYMENTS

[Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of $1,000

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.45	2.47	2.48	2.50	2.52	2.53	2.55	2.56	2.58	2.59	2.60
61		2.49	2.50	2.52	2.54	2.55	2.57	2.59	2.60	2.62	2.63
62			2.52	2.54	2.56	2.58	2.59	2.61	2.63	2.64	2.66
63				2.56	2.58	2.60	2.62	2.64	2.65	2.67	2.69
64					2.60	2.62	2.64	2.66	2.68	2.70	2.72
65						2.64	2.67	2.69	2.71	2.73	2.74
66							2.69	2.71	2.73	2.75	2.77
67								2.73	2.76	2.78	2.80
68									2.78	2.81	2.83
69										2.83	2.86
70											2.89

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.5% interest and mortality equal to 61% for males and 57% for females of the Annuity 2000 Mortality Table projected at 1.5% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.]

DATA PAGES

The Data Pages consist of Parts A, B and C and are attached to and form part of your Contract. Definitions set forth in your Contract apply to capitalized terms used in the Data Pages. The benefits described in the Data Pages are subject to all the terms and conditions in your Contract, except as modified below.

PART A -- This part lists your personal data.

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

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

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

For NQ and Custodial Owner Joint Life IRA Contracts issued with a Joint Annuitant:
[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsements Attached:
[Market Segment Endorsements]
[Endorsement Applicable to Non-Qualified Contracts
Endorsement Applicable to IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Endorsement Applicable to Custodial [Roth] IRA Contracts
MSCI Disclosure Endorsement]

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

The Contract Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 8.02) The Contract Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 8.02. If there is a successor Annuitant named under the Contract, the Contract Maturity Date will not change and will continue to be based on the original Annuitant's date of birth. ***[For NQ Contracts with Joint Annuitants]*** [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

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

PART II - PROTECTED INVESTMENT OPTION

[Participation Rate: (See Section 2.01c of the Contract)

The current Participation Rate is [110%] for [all Segments].]

Segment Business Day: (See Section 2.01(h) of the Contract)

A Segment Business Day generally occurs on any day that all Indices offered under this Contract publish a price as described below:

If the Index is...	*then ...*
[S&P 500 Price Return Index	any day the New York Stock Exchange is scheduled to be open is deemed to be a day it is scheduled to publish a price.
Russell 2000 Price Return Index	
MSCI EAFE Price Return Index -	any day MSCI Barra is scheduled to publish a value for the MSCI EAFE Price Return Index.
Gold Index	any day London Gold Market Fixing Ltd is scheduled to publish the PM London Gold Market Fix Price /USD.
Oil Index	any day the NYMEX is scheduled to be open for trading West Texas Intermediate Crude Generic Front-Month Futures Contracts.]

Segment Start Date: (see Section 2.01(p) The Segment Start Date is generally the [15th] of each month. The Segment Start Date for new Segments starting in a particular month is always the next Business Day following the Segment Maturity Date for Segments maturing in that same month. The Segment Maturity Date for Segments maturing in a given month and the Segment Start Date for new Segments starting in that same month will always occur on the first two consecutive Business Days that are also Segment Business Days occurring after the [13th] of the month.

Segment Maturity Date: (see Section 2.01(l) of the Contract) The Segment Maturity Date is generally the [14th] of the same month as the Segment Start Date in the calendar year in which the Segment Duration ends. The Segment Maturity Date and the Segment Start Date will always occur on the first two consecutive Business Days that are also Segment Business Days occurring after the [13th] of the month.

- **PROTECTED INVESTMENT OPTION**

SEGMENT TYPE	Segment Duration (Year(s))	Segment Buffer	Percentage Allocated	Amount Allocated
Index				
[S&P 500 Price Return Index	1 Year	-10%	25%	$25,000
S&P 500 Price Return Index	3 Year	-10%		
S&P 500 Price Return Index	3 Year	-20%		
S&P 500 Price Return Index	5 Year	-10%		
S&P 500 Price Return Index	5 Year	-20%		
S&P 500 Price Return Index	5 Year	-30%		
Index				
Russell 2000 Price Return Index	1 Year	-10%	25%	$25,000
Russell 2000 Price Return Index	3 Year	-10%		
Russell 2000 Price Return Index	3 Year	-20%		
Russell 2000 Price Return Index	5 Year	-10%		
Russell 2000 Price Return Index	5 Year	-20%		
Russell 2000 Price Return Index	5 Year	-30%		
Index				
MSCI EAFE Price Return Index (EAFE Index)	1 Year	-10%	25%	$25,000
Index				
Gold Market Fixing Ltd. PM Fix Price/USD (Gold Index). ***[Only available for IRA contracts]***	1 Year	-10%	25%	$25,000
Index				
NYMEX West Texas Intermediate Crude Oil Generic Front-Month Futures (Oil Index)] ***[Only available for IRA contracts]***	1 Year	-10%		

- **VARIABLE INVESTMENT OPTIONS (See Part III of the Contract)**

	Percentage Allocated	Amount Allocated
[EQ/Core Bond Index		
EQ/Money Market		
EQ/Equity 500 Index]		
	Total:	[$100,000.00]]

Allocations must be in whole numbers and must total 100%. The maximum number of Segments and Segment Type Holding Accounts that may be active under your Contract at any given time is [70]. You may not allocate amounts to more than [70] Segments and Segment Type Holding Accounts, combined, at any one time. If (i) a transfer from a Segment Type Holding Account into a Segment or (ii) on a Segment Maturity Date, a transfer from a Segment to a Segment Type Holding Account would cause your Contract to exceed this limit, amounts will be transferred to the [EQ/Money Market Variable Investment Option] as described in the next sentence. As of the close of business on the Segment Business Day prior to the Segment Start Date, if the total number of Segments scheduled to be established on the Segment Start Date would cause the Contract to exceed the [70] limit, amounts in Segment Type Holding Accounts and amounts from maturing Segments scheduled to transfer into Segment Type Holding Accounts will be allocated to the EQ/Money Market in order of those that would have established new Segments with the least initial Segment Investment first until the number of Segments scheduled to be established will no longer cause the Contract to exceed the limit of [70]. We will notify you if this number changes. Any such change will not affect the Segments in which you currently invest.

PART IV - CONTRIBUTIONS AND ALLOCATIONS.

MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS (See Section 4.02 of the Contract)

[The following text will be included for the Traditional Non-Qualified market segment]
Initial Contribution minimum: [$25,000]
Subsequent Contribution minimum: [$500] Subsequent Contributions can be made until the older of the original Annuitant and Owner attains age [86] or if later, the first Contract Date Anniversary.

[The following text will be included for the Traditional IRA market segment]
Initial Contribution minimum: [$25,000]
Subsequent Contribution minimum: [$50] Subsequent Contributions can be made until the older of the original Annuitant and Owner attains age [86] or if later, the first Contract Date Anniversary.

We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be ''regular'' IRA Contributions, rollover Contributions or direct transfers. "Regular" IRA Contributions may be made until the older of the original Annuitant and Owner attains age [70 ½].

[The following text will be included for the Roth IRA market segment]
Initial Contribution minimum: [$25,000]
Subsequent Contribution minimum: [$50] Subsequent Contributions can be made until the older of the original Annuitant and Owner attains age [86] or if later, the first Contract Date Anniversary.

We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.

We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans.

[The following text will be included for the Roth IRA Conversion market segment]
Initial Contribution minimum: [$25,000]
Subsequent Contribution minimum: [$50] Subsequent Contributions can be made until the older of the original Annuitant and Owner attains age [86] or if later, the first Contract Date Anniversary.

Amounts converted from an [Protected Capital Strategies] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [$25,000] and [25%] of the Annuity Account Value of your [Protected Capital Strategies] Traditional IRA Contract.

[For Partial Roth IRA Conversion Contracts only]
The minimum contribution amount is the greater of the initial minimum contribution shown above, or [25%] of the Owner's Annuity Account Value.

We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans.

We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.

[Amounts you allocate to a Segment Type Holding Account will not automatically transfer to a new Segment before [60] days after your Contract Date.]

[We may refuse to accept any Contribution if the sum of all Contributions under all "Protected Capital Strategies Series" Contract/Certificate with the same Annuitant or Owner would then total more than [$1,500,000]. ***[For issue ages 81-85, the following sentence will replace the first sentence of this paragraph]*** [We may refuse to accept any Contribution if the sum of all Contributions under all Protected Capital Strategies Contract/Certificates with the same Annuitant or Owner would then total more than $500,000.]

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

PART V – TRANSFERS AMONG INVESTMENT OPTIONS

TRANSFER REQUESTS (See Section 5.01 of the Contract)

[There is currently no minimum transfer amount.]

TRANSFER RULES (See Section 5.02 of the Contract):

Transfer Rules – General

[We reserve the right to:

a) limit transfers among or to the Variable Investment Options and the Segment Type Holding Accounts to no more than once every 30 days,
b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options and the Segment Type Holding Account,
c) establish a maximum dollar amount that may be transferred on any Transaction Date among Variable Investment Options and the Segment Type Holding Accounts,
d) reject transfer requests from a person acting on behalf of multiple contract owners unless pursuant to a trading authorization agreement that we have accepted.]

Transfer Rules Applicable to the Protected Investment Option

a) [You may not transfer into a Segment Type Holding Account if the upcoming Segment would have a Segment Maturity Date that is later than your Contract Maturity Date.
b) Amounts transferred into a Segment Type Holding Account on a Segment Start Date are not included in any transfer from the Segment Type Holding Account to a Segment that starts on that same day.
c) You may transfer out of a Segment Type Holding Account on any date other than a Segment Start Date.
d) Transfers on the Segment Start Date from a Segment Type Holding Account to a Segment are automatic.
e) Once amounts are transferred from a Segment Type Holding Account to a Segment, transfers into or out of that Segment are not permitted.]

Transfer Rules Applicable to Variable Investment Options

[Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

a) instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
b) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

PART VI – WITHDRAWALS AND TERMINATION

WITHDRAWALS (See Section 6.01 of the Contract):

Withdrawals will be processed on a pro-rata basis from your Annuity Account Value in the Variable Investment Options. If there is insufficient value in the Variable Investment Options, any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Segment Type Holding Accounts on a pro-rata basis. If there is insufficient value in the Segment Type Holding Accounts, any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Segments on a pro-rata basis. ***[The following language is applicable to Traditional IRA Contracts only]*** [Withdrawals under our Automatic Required Minimum Distribution (RMD) Withdrawal Service will be made in the same manner as described above.]

Alternatively, you may provide specific instructions for how you wish withdrawals to be processed. You may provide withdrawal instructions for a specific Variable Investment Option(s) or Segment Type Holding Account(s). A specific dollar amount or percentage must be provided for each Variable Investment Option or Segment Type Holding Account. If you have requested at least 100% of the amounts in the Variable Investment Options and Segment Type Holding Account(s), or there is no value in the Variable Investment Options and the Segment Type Holding Account(s), you may request to take a specific dollar amount or percentage of the Segment Interim Value from specified Segments. Withdrawals cannot be taken on a pro-rata basis for the specified Variable Investment Options or Segment Type Holding Accounts or Segments.

Amounts cannot be withdrawn from Segments while there is any Annuity Account Value in the Variable Investment Options or Segment Type Holding Accounts.

[You may, however, request on a Segment Maturity Date to withdraw, in part or in whole, from a Segment, your Segment Maturity Value, without regard to the above provisions.]

The minimum lump sum withdrawal amount is [$300.00].

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

CONTRACT TERMINATION (See Section 6.02 of the Contract):

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

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

PART VIII – ANNUITY BENEFITS

NORMAL FORM OF ANNUITY (See Section 8.04 of the Contract): [Life Annuity 10 Year Period Certain]

For annuity commencement date ages [80] and greater the "period certain" is as follows:

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

AMOUNT OF ANNUITY BENEFIT (See Section 8.05 of the Contract): The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.

INTEREST RATE TO BE APPLIED IN ADJUSTING FOR MISSTATEMENT OF AGE OR SEX (See Section 8.06 of the Contract):
[6%] per year

MINIMUM AMOUNT TO BE APPLIED TO AN ANNUITY (See Section 8.06 of the Contract): [$2,000], as well as minimum of [$20] for initial monthly annuity payment.

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

PART IX – CHARGES

Withdrawal Charges (See Section 9.01 of the Contract): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 9.01, if the Contract is surrendered to receive the Cash Value, or annuitized to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

Contract Year	Percentage of Contributions
[1	5.00%
2	5.00%
3	5.00%
4	4.00%
5	3.00%
6	0.00%]

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

Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.

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

Free Withdrawal Amount (see Section 9.01 of the Contract): [10%] of the Annuity Account Value at the beginning of the Contract Year, minus any amount previously withdrawn during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

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

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

Transfer Charges (See Section 9.02 of the Contract):

[Currently, the number of free transfers is unlimited, subject to the terms of Sections 6.01 and 9.02. However, we reserve the right to limit the number of free transfers to [12] transfers per Contract Year.

For each additional transfer in excess of the free transfers, we will charge the lesser of [$25] or 2% of each transaction amount at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of $35 for each transaction. Automatic transfers between a Segment Type Holding Account and to a Segment are not included for purposes of this charge.]

Contract Fee (See Section 9.04 of the Contract): [Annual Rate of 1.25% (equivalent to a daily rate of 0.003446%)]

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

In accordance with Section 9.01 of the Contract, we reserve the right to add, reduce or remove Withdrawal Charge waivers. No Withdrawal Charge will apply in these events:

1. [the Owner dies and the Death Benefit is payable;
2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 8.05; or
3. the Owner has qualified to receive Social Security disability benefits as certified by the Social Security Administration; or
4. we receive proof satisfactory to us that the Owner 's life expectancy is six months or less (such proof must include, but is not limited to, certification by a licensed physician); or
5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
   - its main function is to provide skilled, intermediate or custodial nursing care;
   - it provides continuous room and board to three or more persons;
   - it is supervised by a registered nurse or practical nurse;
   - it keeps daily medical records of each patient;
   - it controls and records all medications dispensed; and
   - its primary service is other than to provide housing for residents.
6. the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner's death.
7. a Death Benefit is payable and the Beneficiary Continuation Option is elected.

[Item 8 below will apply only to IRA Contract Owners]

8. a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service. However, in each Contract Year, the amount of the Required Minimum Distribution withdrawal is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.
9. When a Contribution is allocated to a Segment Type Holding Account and is not be transferred to a Segment because the Segment Type has been suspended or terminated as described in Part II of the Contract, such Contribution may be withdrawn from the Segment Type Holding Account for suspended Segment Types or the [EQ/Money Market Variable Investment Option] for terminated Segment Types, as applicable.]

10. You (i) allocate any portion of your initial Contribution to the Segment Type Holding Accounts, and (ii) you do not make any transfer into or out of any Segment Type Holding Account, and (iii) we do not transfer any of the amount initially allocated to Segment Type Holding Accounts to a Segment on the first scheduled Segment Start Date after the Contract Date because the applicable Segment Participation Requirements were not met for any of such Segments and (iv) you surrender your Contract and we receive such surrender by [the first day of the month] following the first scheduled Segment Start Date.
11. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase another AXA Equitable variable annuity contract.]

[The Withdrawal Charge will apply with respect to a Contribution if the condition as described in items 3, 4 and 5 above existed at the time the Contribution was remitted or if the condition began within the 12-month period following remittance.]

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

PART IX – CHARGES

Withdrawal Charges (see Section 9.01 of the Contract): Not Applicable under this Contract

Transfer Charges (see Section 9.02 of the Contract):

[Currently, the number of free transfers is unlimited, subject to the terms of Sections 6.01 and 9.02. However, we reserve the right to limit the number of free transfers to [12] transfers per Contract Year.

For each additional transfer in excess of the free transfers, we will charge the lesser of [$25] or 2% of each transaction amount at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of $35 for each transaction. Automatic transfers between a Segment Type Holding Account and to a Segment are not included for purposes of this charge.]

Contract Fee (see Section 9.04 of the Contract): [Annual Rate of 0.80% (equivalent to a daily rate of 0.002201%)]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO NON-QUALIFIED CONTRACTS

This Endorsement is part of your Contract, and the same definitions apply to the capitalized terms used herein. This Endorsement is subject to all the terms contained in your Contract, except as modified below. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

PART I - DEFINITIONS

The following new Section is added:

SECTION 1.14A JOINT ANNUITANT

"Joint Annuitant" means the individual specified as such in the Data Pages. The Joint Annuitant must be the spouse of the Annuitant on the Contract Date.

SECTION 1.15 NON-NATURAL OWNER

The following is added at the end of the existing Section:

If this Contract has a Non-Natural Owner, benefits under this Contract are determined by the age of the Annuitant. If there is an ownership change under a Contract owned by a Non-Natural Owner to an individual, the original Annuitant (and older Joint Annuitant, if applicable), continues to determine the benefits under the Contract.

SECTION 1.16 OWNER

The following is added at the end of the existing Section:

If a joint owner ("Joint Owner") is shown in the Data Pages, the Owner and Joint Owner possess an undivided interest in this Contract and must act jointly in exercising any ownership rights. Except for purposes of the "Owner Death Distribution Rules" in the Section, "Payment Upon Death," or as otherwise indicated, any reference to "you" and "your" in the Contract will apply to both of the Owner and the Joint Owner.

PART VII – PAYMENT UPON DEATH

SECTION 7.01 BENEFICIARY

The following is added at the end of the existing Section:

If a Contract is jointly owned, the surviving Joint Owner will be deemed the Beneficiary, superseding any other Beneficiary designation.

If a Contract has a Non-Natural Owner and Joint Annuitants, the surviving Joint Annuitant will be deemed the Beneficiary, superseding any other Beneficiary designation.

Where a Contract is owned by a Non-Natural Owner a Death Benefit is payable upon the death of the named Annuitant, except as otherwise provided in this paragraph. If a Non-Natural Owner Contract has a named Annuitant and Joint Annuitant, a Death Benefit is payable upon the death of the older of the two joint Annuitants, except as otherwise provided in this paragraph. If the Non-Natural Owner Contract is a "Living Trust" as defined in the last sentence of this paragraph, and if the named Annuitant's surviving spouse is the sole beneficiary of the trust, the trust may request that the surviving spouse be substituted as Annuitant (who is deemed Beneficiary) as of the date of the original Annuitant's death, and the Contract continues. No further change of Annuitant will be permitted. Where a Joint Annuitant is named under such a Contract, no Death Benefit is payable and the Contract continues if: (i) the older of the two joint Annuitants dies first; (ii) the surviving Annuitant is the surviving spouse who is the sole beneficiary of the trust; and (iii) the trust requests that the surviving Annuitant (and is deemed Beneficiary) continue the Contract. A Living Trust is a trust that meets the following conditions: (i) it is revocable at any time by the grantor, (ii) the grantor has exclusive control of the trust, (iii) no person other than the grantor has any interest in the trust during the grantor's lifetime, and (iv) the grantor's spouse is the sole beneficiary of the trust.

SECTION 7.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

The "Payment Upon Death" provisions of this Contract are subject to the "Owner Death Distribution Rules Under Section 72(s) of the Code" described below in this Section.

Non-Natural Owner Contract: Where a Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the named Annuitant. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. Any applicable Death Benefit will be based on the death of the older of the two joint Annuitants.
If the younger of the two joint Annuitants dies first, a Death Benefit is not payable and the Contract continues. For purposes of this Section, "Payment Upon Death," "you"

refers to the Annuitant or older of the two joint Annuitants, if applicable, when describing the effect of death under a Contract owned by a Non-Natural Owner. If the Joint Annuitants are the same age and share the same birth date, the named Annuitant will be deemed to be the older of the two joint Annuitants for this purpose.

Joint Owner Contract: Where a Contract is jointly owned, a Death Benefit is payable at the death of the older Joint Owner. For purposes of this Section, "Payment Upon Death," "you" refers to the older Joint Owner when describing the effect of death under a Contract jointly owned. If the Joint Owners are the same age and share the same birth date, the Owner will be deemed to be the older Joint Owner for this purpose.

Owner and Annuitant are different individuals: If the Owner and Annuitant are different individuals, at the death of the Annuitant, the Owner becomes the new Annuitant and the Contract continues. No Death Benefit is payable until after the Owner's death. If the Contract is jointly owned and the Annuitant is not either of the two Owners, at the death of the Annuitant, the older Owner will become the Annuitant if the Owners do not designate a new Annuitant. Where a Joint Annuitant is named under the Contract, upon the death of one of the two Joint Annuitants, the Contract continues with the single remaining Annuitant. Where a Joint Annuitant is named under the Contract and both Joint Annuitants die, then provisions of the first three sentences of this paragraph become operative.

OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE

Section 72(s) of the Code requires that where any annuity contract owner dies on or after the annuity starting date and before the entire interest in the annuity contract has been distributed, the remaining portion of the interest must be distributed at least as rapidly as under the method of distribution being used as of the date of death. Section 72(s) of the Code also requires that where any annuity contract owner dies before the annuity starting date, the entire interest in the annuity contract must be distributed within five years after the owner's death as described in Section 72(s)(1)(B) of the Code. For purposes of this Endorsement, this is called the "Five Year Rule".

If the beneficiary is an individual, in the alternative, payments must begin within one year after the owner's death as a life annuity or other permissible form of periodic payment, such as an installment option for a period of not longer than the life expectancy of the individual beneficiary, as described in Section 72(s)(2) of the Code. For purposes of this Endorsement, this is called the "One Year Rule".

However, if the beneficiary is the owner's surviving spouse, no payments of the owner's interest in the annuity contract are required until after the surviving spouse's death. If the owner is non-natural, then the death of the annuitant triggers the required payment.

Owner Death Distribution Rules--Contract Continuation

Under any of the following circumstances, if you die before the Contract Maturity Date, any otherwise applicable Death Benefit described in this Section, "Payment Upon Death", will not be distributed in a single sum and the Contract will continue as described in subsections (1) through (5) below, whichever is applicable.

(1) Single Owner Contract with a Non-Spousal Beneficiary(ies)

Upon the death of the Owner, a Death Benefit is payable. If the Death Benefit is not distributed in the form of an Annuity Benefit as described in Section 7.03 of this Endorsement and the Beneficiary continues the Contract under the terms of this Section, "Payment Upon Death," the continuation must meet with the One Year Rule or the Five Year Rule described above in this Section, "Payment Upon Death."

In order to continue the Contract under the One Year Rule, the Beneficiary must elect the "NQ Beneficiary Continuation Option" under the Section, "NQ Beneficiary Continuation Option". In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option. If the Beneficiary does not affirmatively elect the NQ Beneficiary Continuation Option or any other option under this Contract, the Beneficiary will be treated as having elected the Five Year Rule. That is, all amounts under the Contract must be distributed to the Beneficiary no later than the fifth anniversary after your death. If the Beneficiary fails to provide us with timely Beneficiary Requirements, all amounts under the Contract will be deemed distributed to the Beneficiary as of the fifth anniversary after your death.

After your death, Withdrawal Charges will no longer apply and no additional Contributions may be made to the Contract.

(2) Single Owner Contract with a Sole Spousal Beneficiary - Spousal Continuation

When the Owner dies, a Death Benefit otherwise payable will not be distributed if the Contract continues under Spousal Continuation. Spousal Continuation may be elected, if you are married at your death, the person named as sole primary Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse; and your surviving spouse does not make any timely election inconsistent with Spousal Continuation. (Your surviving spouse has the choice to request payment of the Death Benefit in a single sum, an Annuity Benefit under Part VIII of this Contract, or payment of the Death Benefit under the NQ Beneficiary Continuation Option described in the Section, "NQ Beneficiary Continuation Option".) Spousal Continuation does not apply if your surviving spouse Beneficiary is age [86] or older at the date of your death, and in such case the Death Benefit is payable as described above in this Section, "Payment Upon

Death-- Single Owner Contract with a Non-Spousal Beneficiary(ies)". Any election relating to the manner of payment of a Death Benefit must be made no later than the applicable Payment Transaction Date.

If the Contract is continued under Spousal Continuation, no Death Benefit is payable until after your surviving spouse's death. Withdrawal Charges do not apply to the Annuity Account Value at your death. Withdrawal Charges apply to new Contributions made by your surviving spouse to the Contract.

If you were also the Annuitant or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, your surviving spouse becomes the Owner and single Annuitant. If you were not the Annuitant or Joint Annuitant, if applicable, under the Contract, the individuals named as such will continue in such capacity under the Contract and your surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant.

(3) Joint Owner Contract - Spousal Continuation

Upon the death of the first of the Joint Owners who are spouses, the following Death Benefit and Spousal Continuation terms apply. Provided that the Annuitant and the Joint Annuitant continue to be married at the first death, under Contracts owned by a Non-Natural Owner, upon the death of the first of the Joint Annuitants, reference below to "Joint Owner" is replaced with reference to "Joint Annuitant" and reference to "Owner" is replaced with "Annuitant." Furthermore, the third paragraph of subsection (A) and the second paragraph of subsection (B) do not apply.

(A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable, and Spousal Continuation may be elected. (Your Joint Owner surviving spouse has the choice to request payment of the Death Benefit in a single sum, an Annuity Benefit under Part VIII of this Contract, or payment of the Death Benefit under the NQ Beneficiary Continuation Option described in the Section, "NQ Beneficiary Continuation Option".) Any election relating to the manner of payment of a Death Benefit must be made no later than the applicable Payment Transaction Date.

If the Contract is continued under Spousal Continuation, no Death Benefit is payable until after your Joint Owner surviving spouse's death. Withdrawal Charges do not apply to the Annuity Account Value at your death. Withdrawal Charges apply to new Contributions made by your surviving spouse to the Contract.

If the deceased spouse was also the Annuitant, or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the younger Joint Owner surviving spouse becomes the Owner and single Annuitant. If neither Joint Owner is the Annuitant, or Joint Annuitant, if applicable, then the individuals named as such will continue in such capacity and the surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named. Under a Contract where Joint Annuitants are named, your Joint Owner surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant.

(B) If the first Joint Owner to die is the younger Joint Owner, the Joint Owner surviving spouse continues the Contract as the sole Owner and no Death Benefit is payable.

If the deceased spouse was also the sole Annuitant, or the Joint Owner surviving spouse was a Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the surviving spouse becomes the Owner and sole Annuitant. If neither Owner is the Annuitant, then the Annuitant will continue in such capacity and the surviving spouse becomes the sole Annuitant at the death of the originally named single Annuitant. Under a Contract where Joint Annuitants are named, the surviving spouse becomes the sole Annuitant upon the death of both the Annuitant and Joint Annuitant.

Withdrawal Charges continue to apply to all Contributions made either prior to or subsequent to the death of the younger Joint Owner.

(4) Joint Owner Contract - Non-Spousal Contract Continuation

Upon the death of the first of the Joint Owners who are not spouses at the time of the first death, the following Death Benefit Contract Continuation terms apply.

(A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving Owner may elect to become the sole Owner under the Contract and elect either the One or Five Year Rule described in this Section, "Payment Upon Death," or the NQ Beneficiary Continuation Option described in the Section, "NQ Beneficiary Continuation Option". Such election shall be made no later than the Payment Transaction Date.

The same rules apply as described above in this Section, "Payment Upon Death-- Single Owner Contract with a Non-Spousal Beneficiary(ies)."

(B) If the first Joint Owner to die is the younger Joint Owner, then no Death Benefit is payable. If the Cash Value is not distributed in the form of an Annuity Benefit as described in Section 7.03 of this Endorsement and the surviving Owner continues the Contract under the terms of this Section, "Payment Upon Death," the continuation must meet with the One Year Rule or the Five Year Rule discussed above in this Section, "Payment Upon Death".

In order to continue the Contract under the One Year Rule, the surviving Owner must elect the "NQ Beneficiary Continuation Option" under the Section, "NQ Beneficiary Continuation Option". In order to continue the Contract under the Five Year Rule, the surviving Owner may affirmatively elect the NQ Beneficiary Continuation Option. If the surviving Owner does not affirmatively elect the NQ Beneficiary Continuation Option or any other option under this Contract, the surviving owner will be treated as having elected the Five Year Rule. That is, all amounts under the Contract must be distributed to the surviving Owner no later than the fifth anniversary after your death. If the surviving Owner fails to provide us with timely Beneficiary Requirements, all amounts under the Contract will be deemed distributed to the surviving Owner as of the fifth anniversary after your death.

If the surviving Owner does not affirmatively elect the NQ Beneficiary Continuation Option, and is treated as having elected the Five Year Rule, Withdrawal Charges continue to apply. No additional Contributions are permitted under the Contract.

(5) Any Individual Beneficiary or Surviving Joint Owner - Election of the "NQ Beneficiary Continuation Option"

If the Owner, Joint Owner, Annuitant, or Joint Annuitant, whichever is applicable based on ownership, as shown in the Data Pages, dies before the Contract Maturity Date, a named Beneficiary or surviving Joint Owner who is an individual may elect to continue the Contract and have the Death Benefit or Cash Value whichever is applicable paid under the terms of the "NQ Beneficiary Continuation Option" described in the Section, "NQ Beneficiary Continuation Option".

Effect of Your Death on Allocations to the Protected Investment Option

If amounts are allocated to any Segment in the Protected Investment Option at the time of your death, amounts in such Segments must remain in the Segments until (i) the earlier of (a) the Segment Maturity Date or (b) the Transaction Date on which a withdrawal is taken or (ii) in the case of Contracts continued under the Five Year Rule, at the end of the Five Year period. A Beneficiary or surviving Joint Owner continuing the Contract under the Five Year Rule cannot elect a Segment Type with a duration that is longer than the remaining period during the Five Year Rule. Amounts will not be transferred from a Segment Type Holding Account into a Segment if the Segment Maturity Date will be later than the remaining period of the Five Year Rule. Any amounts in such Segment Type Holding Account will be automatically transferred to the [EQ/Money Market Variable Investment Option].

If there is more than one Beneficiary, upon our receipt of the Beneficiary Requirements and any such Beneficiary elect the Beneficiary Continuation Option described in the Section, "NQ Beneficiary Continuation Option", all Segments will be terminated and your Segment Interim Value will be automatically transferred to the [EQ/Money Market Variable Investment Option].

If the Contract continues under Spousal Continuation, except as provided in the first paragraph of this subsection, your surviving spouse may make any changes regarding an allocation to any Segment under the Protected Investment Option that you would have been eligible to make during your life. Amounts allocated to the Protected Investment Option may not have a Segment Maturity Date longer than the remaining distribution period.

SECTION 7.03 MANNER OF PAYMENT

The following is added at the end of the existing Section:

A Beneficiary may elect to apply a Death Benefit to an Annuity Benefit as described in Part VIII of the Contract. Any Death Benefit applied as an Annuity Benefit in Part VIII will be paid out over the life of the Beneficiary or for a period not exceeding the Beneficiary's life expectancy (such payments must begin in accordance with the "One Year Rule" described in the Section, "Payment Upon Death," and any Death Benefit that is not applied as an Annuity Benefit in Part VIII will be paid out in accordance with the "Five Year Rule" described the Section, "Payment Upon Death."

The following Section is added at the end of Part VII:

SECTION 7.04 NQ BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Contract Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. A Beneficiary who is a non-natural entity is not eligible to elect to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option. This Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election as provided below, each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit or other portion of the interest in this Contract pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

(i) The Continuation Beneficiary will automatically become the successor Owner with respect to that individual's portion of the interest in the Contract.

(ii) We must receive an eligible individual's election to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option at our Processing Office within [nine (9) months] after your death and before the individual's share of the Death Benefit or interest in the Contract, as applicable, is paid out in any manner inconsistent with that individual's election to continue the Contract under the NQ Beneficiary Continuation Option.

(iii) The Continuation Beneficiary may not assign his/her share of the interest in the Contract.

(iv) The Continuation Beneficiary may transfer amounts among the Variable Investment Options with respect to the Continuation Beneficiary's share of the interest in the Contract. Amounts allocated to the Protected Investment Option may not have a Segment Maturity Date longer than the remaining distribution period.

(v) Except as provided in the last paragraph of section 7.02 of this Endorsement, the Continuation Beneficiary may make changes regarding an allocation to any Segment. Amounts allocated to the Protected Investment Option may not have a Segment Maturity Date longer than the remaining distribution period.

(vi) The Continuation Beneficiary cannot make any additional Contributions to this Contract.

(vii) Distributions to the Continuation Beneficiary will be made in accordance with the Continuation Beneficiary's election.

If the Continuation Beneficiary elects to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule as described in the Section, "Payment Upon Death--Owner Death Distribution Rules Under Section 72(s) of the Code", payments will be made at least annually from his/her share of the interest in the Contract over a period not extending beyond the life expectancy of the Continuation Beneficiary. The first such payment must be no later than one (1) year after the date of your death.

The Continuation Beneficiary may alternatively elect to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule described in the Section, "Payment Upon Death--Owner Death Distribution Rules Under Section 72(s) of the Code".

(viii) Withdrawals from his/her share of the interest in the Contract made by a Continuation Beneficiary under the NQ Beneficiary Continuation Option are not subject to a Withdrawal Charge, if a Death Benefit is payable. If a Death Benefit was not payable, then withdrawals may be subject to a Withdrawal Charge, if one applies.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time, with any amount of his/her share of the interest in the Contract remaining to be paid fully on the fifth anniversary of your death.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time. Payments will continue to be made to the Continuation Beneficiary as described in accordance with the One Year Rule, from his/her share of the interest in the Contract, as reduced by the withdrawal.

(ix) Upon the Continuation Beneficiary's death, we will make a single sum payment of any of his/her remaining share of the interest in the Contract to the person designated by the deceased Continuation Beneficiary to receive any such payment, unless the person designated by the deceased Continuation Beneficiary is eligible to, and elects to, continue the payment method originally elected by the Continuation Beneficiary over any remaining life expectancy period of the Continuation Beneficiary.

AXA EQUITABLE LIFE INSURANCE COMPANY

[Christopher M. Condron
Chairman, President and Chief Executive Officer]

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

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO TRADITIONAL IRA CONTRACTS

This Endorsement is part of your Contract, and the same definitions apply to the capitalized terms used herein. This Endorsement is subject to all the terms contained in your Contract, except as modified below. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an individual retirement annuity contract which meets the requirements of Section 408(b) of the Code ("IRA Contract"). This Contract is not offered as an inherited traditional IRA.

This IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, this IRA Contract is an annuity contract that may be used to fund an individual retirement account that meets the requirements of Section 408(a) of the Code. In such a case "you" and "your" refer to the Annuitant where required by context, and the provisions of the custodial individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following sentence is added at the end of the existing Section:

You must be both the Annuitant and the Owner ***[Applicable to a trustee or custodial IRA Owner]***[, unless the Owner is a trustee or custodian of an individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Annuitant must be the individual for whose benefit the individual retirement account is maintained. Benefits under this IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 OWNER

The existing definition is deleted and replaced with the following:

"Owner" means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed ***[Applicable to a trustee or custodial IRA Owner]***[, unless the Owner is a trustee or custodian of a individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[Where the contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner must be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account meeting the requirements of Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.19A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.
"Required Minimum Distribution Payments " means the payments from or with respect to this IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, "Required Minimum Distribution Rules."

PART IV - CONTRIBUTIONS AND ALLOCATIONS

SECTION 4.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS

The following language is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

The initial Contribution to this IRA Contract must be a rollover contribution or a direct transfer contribution described in paragraph (b) below. We do not offer this IRA Contract to fund employer-sponsored "Simplified Employee Pension" ("SEP") plans described in Section 408(k) of the Code or SIMPLE IRA plans described in Section 408(p) of the Code, so we do not accept contributions under those plans. We do not offer this IRA Contract as an inherited IRA contract so we do not accept direct transfer contributions from the traditional IRA of a deceased IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) "Regular" traditional IRA Contributions; Maximum Permissible Amount

Except in the case of a "rollover contribution" or a "direct transfer" contribution described in paragraph (b) below the total of "regular" traditional IRA contributions described in Section 219 of the Code will not exceed $5,000 for any taxable year. This $5,000 annual dollar limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of $500.

If you are age 50 or older, the annual dollar limit on regular contributions is increased by $1,000 for any taxable year.

If you make regular contributions to both traditional and Roth IRAs for a taxable year, the maximum regular contribution that can be made to all your traditional IRAs for that taxable year is reduced by the regular contributions made to your Roth IRAs for the taxable year.

(b) Rollover and Direct Transfer Contributions

A "rollover contribution" is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A "direct transfer" contribution is the transfer of amounts to this Contract directly from an

individual retirement account or another individual retirement annuity contract which meets the requirements of Section 408 of the Code.

(c) *SIMPLE IRA Limits*

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

PART VII - PAYMENT UPON DEATH

SECTION 7.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 7.02 PAYMENT UPON DEATH

The following paragraphs are added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules".

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be distributed at your death before the Contract Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable.

(1) Spousal Continuation may be elected if you are married at your death, provided that the person named as sole primary Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse; and your surviving spouse does not make any timely election inconsistent with Spousal Continuation. Your surviving spouse must be age [85] or younger to continue this Contract and become the Owner. (Your surviving spouse always has the choice to request payment of the Death Benefit in a single sum or under any payment option we offer, including electing the Beneficiary Continuation Option.)

(2) If the "Beneficiary Continuation Option" described in Section 7.04 is elected, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

If amounts are allocated to any Segment in the Protected Investment Option at the time of your death, amounts in such Segments must remain in the Segments until (i) the earlier of (a) the Segment Maturity Date or (b) the Transaction Date on which a withdrawal is taken or (ii) in the case of Contract continuation, the fifth anniversary of your death, as described in Section 8.08(B)(3). A Beneficiary or surviving Joint Owner continuing the Contract until the fifth anniversary of your death, cannot elect a Segment Type with a duration that is longer than the fifth anniversary of your death. Amounts will not be transferred from a Segment Type Holding Account into a Segment if the Segment Maturity Date will be later than the fifth anniversary of your death. Any amounts in such Segment Type Holding Account will be automatically transferred to the [EQ/Money Market Variable Investment Option].

If there is more than one Beneficiary, upon our receipt of the Beneficiary Requirements and any such Beneficiary elect the Beneficiary Continuation Option described in the Section, "Beneficiary Continuation Option", all Segments will be terminated and your Segment Interim Value will be automatically transferred to the [EQ/Money Market Variable Investment Option].

If the Contract continues under Spousal Continuation, except as provided in the fifth paragraph of this subsection, your surviving spouse may make any changes regarding an allocation to any Segment under the Protected Investment Option that you would have been eligible to make during your life.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

The following Section is added at the end of Part VII:

SECTION 7.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Contract Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the entire interest in this Contract will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (h) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

(a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the interest in this Contract.

(b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the

Required Minimum Distribution payments in Section 8.08, subsection B (Required Minimum Distribution Rules–Payments After Your Death).

(c) The Continuation Beneficiary may transfer amounts among the Variable Investment Options with respect to that Continuation Beneficiary's portion of the interest in this Contract.

(d) Except as provided in the last paragraph of Section 7.02 of this Endorsement, the Continuation Beneficiary may make changes regarding an allocation to any Segment. Amounts allocated to the Protected Investment Option may not have a Segment Maturity Date longer than the remaining distribution period.

(e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.

(f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the interest in this Contract will be made in accordance with requirements described in Section 8.08, subsection B (Required Minimum Distribution Rules–Payments After Your Death).

(g) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time; withdrawals made after we have received a Continuation Beneficiary's election to continue this Contract are not subject to a Withdrawal Charge.

(h) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of Section 8.08, subsection B (Required Minimum Distribution Rules–Payments After Your Death).

PART VIII - ANNUITY BENEFITS *is changed to:*

"ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS"

The following new Section is added at the end of Part VIII:

SECTION 8.08 REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distributions to be made during your lifetime. Subsection B below describes the Required Minimum Distributions to be made after your death, if you die before your entire interest in this Contract is distributed to you. The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another individual retirement arrangement that you maintain, pursuant to Treasury Regulations. If you do not take Required Minimum Distribution payments from this Contract, we will assume that you are taking them from another individual retirement arrangement that you maintain.

For purposes of both the "lifetime" Required Minimum Distribution rules and the Required Minimum Distribution rules after death, the following definitions and conditions apply:

> *Your "entire interest" in this Contract for purposes of the Required Minimum Distribution Rules.* Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this IRA contract.
>
> *Required Beginning Date.* Your "Required Beginning Date" is the first day of April following the calendar year in which you attain age 70 1/2. This is the latest date when your lifetime Required Minimum Distribution payments with respect to this Contract can start.

A. Required Minimum Distribution Rules -Payments During Your Life

Notwithstanding any provision of this Contract to the contrary, the distribution of your entire interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized the distribution of your interest in this Contract must satisfy the requirements of Section 408(a)(6) of the Code and the Regulations thereunder.

Your entire interest in this Contract will be distributed or begin to be distributed no later than your Required Beginning Date defined above. Your entire interest may be distributed, as you elect, over (a) your life, or the lives of you and your designated Beneficiary, or (b) a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your designated Beneficiary.

These "lifetime" Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&A A-14 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A A-2 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation.

The distribution periods described in the second preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation.

The first lifetime Required Minimum Distribution payment can be made as late as April 1 of the year following the year you attain age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

B. Required Minimum Distribution Rules – Payments After Your Death

(a) Death On or After Lifetime Required Minimum Distribution Payments Begin. If you die on or after lifetime Required Minimum Distribution payments begin, any remaining portion of your interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(b) Death Before Lifetime Required Minimum Distribution Payments Begin. If you die before lifetime Required Minimum Distribution payments begin, your entire interest in this Contract will be distributed at least as rapidly as follows:

(1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below.

(2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the

calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

(c) If the sole designated Beneficiary is your surviving spouse, distribution of your interest in this Contract need not be made until your surviving spouse's Required Beginning Date for lifetime Required Minimum Distributions described above in Subsection A of this Section, or your surviving spouse's death if earlier.

(d) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in Subsection A of this Section or, if applicable, on the date distributions are required to begin to the surviving spouse under this Subsection B, paragraph (b)(2) above. However, if distributions start on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

PART X - GENERAL PROVISIONS

SECTION 10.02 STATUTORY COMPLIANCE

The following language is added at the end of the existing Section:

If this Contract fails to qualify as an individual retirement annuity under Section 408(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Contract Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 10.04 REPORTS AND NOTICES

The following language is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 10.05 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is deleted and replaced with the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY

[Christopher M. Condron
President and Chief Executive Officer]

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

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO ROTH IRA CONTRACTS

This Endorsement is part of your Contract, and the same definitions apply to the capitalized terms used herein. This Endorsement is subject to all the terms contained in your Contract, except as modified below. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as a Roth individual retirement annuity contract which meets the requirements of Sections 408A(b) and 408(b) of the Code ("Roth IRA Contract"). This Contract is not offered as an inherited Roth IRA.

This Roth IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this Roth IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, this Roth IRA Contract is an annuity contract that may be used to fund a Roth individual retirement account that meets the requirements of Sections 408(a) and 408A(b) of the Code. In such a case "you" and "your" refer to the Annuitant where required by context, and the provisions of the custodial Roth individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following sentence is added at the end of the existing Section:

You must be both the Annuitant and the Owner ***[Applicable to a trustee or custodial Roth IRA Owner]***[, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. Benefits under this Roth IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 OWNER

The existing Section is deleted and replaced with the following:

"Owner" means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed ***[Applicable to a trustee or custodial Roth IRA Owner]***[, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[Where the contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner must be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account meeting the requirements of Sections 408(a) and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.19A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.
"Required Minimum Distribution Payments " means the payments from or with respect to this Roth IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, "Required Minimum Distribution Rules--Payments After Your Death."

PART IV - CONTRIBUTIONS AND ALLOCATIONS

SECTION 4.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS

The following language is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

Except as otherwise indicated in this Section or the Data Pages, we will accept the following types of Contributions, discussed below, to this Roth IRA Contract: (i) "regular" Roth IRA contributions; (ii) rollover Contributions from another Roth IRA; (iii) "conversion" rollover contributions from a "traditional" IRA (also referred to as a "non-Roth IRA"), or another source of conversion rollover contributions as described below; or (iv) direct custodian-to-custodian transfers from another Roth individual retirement account or another Roth individual annuity contract which meets the requirements of Sections 408 and 408A of the Code.

The initial Contribution to this Roth IRA Contract must be a rollover contribution described in paragraph (d) below or a direct transfer contribution described in paragraph (e) below.

We do not offer this Roth IRA Contract as an inherited Roth IRA contract so we do not accept direct transfer contributions from the Roth IRA of a deceased Roth IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) Regular Roth IRA Contributions; Maximum Permissible Amount

Except in the case of a direct custodian-to-custodian transfer from another Roth IRA, a "qualified rollover contribution" or a "recharacterization" as defined below in this Section, the total of "regular" Roth IRA contributions to all your Roth IRAs for a taxable year does not exceed the "applicable amount" as defined below in this Section, or your "compensation" as defined below in this Section, if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the "applicable amount" or your "compensation" is referred to as a "regular" Roth IRA contribution. Contributions may be limited under paragraphs (b) through (i) of this Section below.

(b) Regular Roth IRA Contributions; Applicable Amount

If you are under age 50, the applicable amount is $5,000 for any taxable year. If you are age 50 or older, the applicable amount is $6,000 for any taxable year.

These limits will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(A) of the Code. Such adjustments will be in multiples of $500.

(c) Regular Roth IRA Contribution Limits Based on Modified Adjusted Gross Income

If paragraph (c)(i) and/or (c)(ii) of this Section apply, the maximum regular contribution that can be made to all your Roth IRAs for a taxable year is the smaller amount determined under paragraph (c)(i) or (c)(ii) of this Section.

(i) The maximum regular Roth IRA contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," described in paragraph (h) of this Section below) in accordance with the following table:

Filing Status	**Full Contribution**	**Phase-Out Range**	**No Contribution**
		Modified AGI	
Single or Head of Household	$95,000 or less	Between $95,000 and $110,000	$110,000 or more
Joint Return or Qualifying Widow(er)	$150,000 or less	Between $150,00 and $160,000	$160,000 or more
Married – Separate Return	$0	Between $0 and $10,000	$10,000 or more

If your modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of $10 and is not reduced below $200. The dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code. Such adjustments will be in multiples of $1,000.

(ii) If you make regular contributions to both Roth and traditional IRAs for a taxable year, the maximum regular contribution that can be made to all your Roth IRAs for that taxable year is reduced by the regular contributions made to your traditional IRAs for the taxable year.

(d) "Qualified Rollover" or "Conversion Rollover" Contributions

A "qualified rollover contribution" is a rollover contribution of a distribution from an IRA that meets the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3) of the Code does not apply if the rollover contribution is from a traditional IRA. A qualified rollover contribution includes a rollover from a designated Roth account described in Section 402A of the Code. A

qualified rollover contribution also includes a rollover from an eligible retirement plan described in Section 402(c)(8)(B) of the Code.

(e) Direct Transfer Contributions

A "direct transfer" contribution is the transfer of amounts to this Contract directly from a Roth individual retirement account or another Roth individual retirement annuity contract which meets the requirements of Sections 408 and 408A(b) of the Code.

(f) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

(g) Recharacterization

A regular contribution to a traditional IRA may be recharacterized pursuant to the rules in Treasury Regulation Section 1.408A-5, or any successor Regulation, as a regular contribution to this Roth IRA, subject to the limits in paragraph (c) of this Section above.

(h) Modified AGI

For purposes of paragraph (c) of this Section above, an individual's modified AGI for a taxable year is defined in Section 408A(c)(3)(B)(i) of the Code and does not include any amount included in adjusted gross income as a result of a "conversion rollover" (a rollover from an eligible retirement plan other than a Roth IRA).

(i) Definition of Compensation for Purposes of Regular Roth IRA Contributions

For purposes of paragraph (a) of this Section above, "compensation" is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in Section 1402 (c)(6) of the Code. Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation"

shall include any amount includible in the individual's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in Section 71(b)(2)(A) of the Code. If you are married and file a joint Federal income tax return with your spouse, and if your spouse has greater compensation than you do, you may treat your spouse's compensation as your own compensation, but only to the extent that your spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a traditional IRA.

PART VII - PAYMENT UPON DEATH

SECTION 7.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 7.02 PAYMENT UPON DEATH

The following paragraphs are added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules--Payments After Your Death."

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be distributed at your death before the Contract Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable.

(1) Spousal Continuation may be elected if you are married at your death provided that, the person named as sole primary Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse; and your surviving spouse does not make any timely election inconsistent with Spousal Continuation. Your surviving spouse must be age [85] or younger to continue this Contract and become the Owner. (Your surviving spouse always has the choice to request payment of the Death Benefit in a single sum or under any payment option we offer, including electing the Beneficiary Continuation Option.)

(2) If the "Beneficiary Continuation Option" described in Section 7.04 is elected, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

If amounts are allocated to any Segment in the Protected Investment Option at the time of your death, amounts in such Segments must remain in the Segments until (i) the earlier of (a) the Segment Maturity Date or (b) the Transaction Date on which a withdrawal is taken or (ii) in the case of Contract continuation, the fifth anniversary of your death, as described in Section 8.08(3). A Beneficiary or surviving Joint Owner continuing the Contract until the fifth anniversary of your death cannot elect a Segment Type with a duration that is longer than the fifth anniversary of your death. Amounts will not be transferred from a Segment Type Holding Account into a Segment if the Segment Maturity Date will be later than the fifth anniversary of your death. Any amounts in such Segment Type Holding Account will be automatically transferred to the [EQ/Money Market Variable Investment Option].

If there is more than one Beneficiary, upon our receipt of the Beneficiary Requirements and any such Beneficiary elect the Beneficiary Continuation Option described in the Section, "Beneficiary Continuation Option", all Segments will be terminated and your Segment Interim Value will be automatically transferred to the [EQ/Money Market Variable Investment Option].

If the Contract continues under Spousal Continuation, except as provided in the fifth paragraph of this subsection, your surviving spouse may make any changes regarding an allocation to any Segment under the Protected Investment Option that you would have been eligible to make during your life.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

The following Section is added at the end of Part VII:

SECTION 7.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Contract Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust"

described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the entire interest in this Contract will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (h) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

(a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the interest in this Contract.

(b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in the Section, "Required Minimum Distribution Rules–Payments After Your Death".

(c) The Continuation Beneficiary may transfer amounts among the Variable Investment Options with respect to that Continuation Beneficiary's portion of the interest in this Contract.

(d) Except as provided in the last paragraph of Section 7.02 of this Endorsement, the Continuation Beneficiary may make changes regarding an allocation to any Segment. Amounts allocated to the Protected Investment Option may not have a Segment Maturity Date longer than the remaining distribution period.

(e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.

(f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the interest in this Contract will be made in accordance with requirements described in the Section, "Required Minimum Distribution Rules–Payments After Your Death".

(g) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time; withdrawals made after we have received a Continuation Beneficiary's election to continue this Contract are not subject to a Withdrawal Charge.

(h) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (1) or (2) of the Section, "Required Minimum Distribution Rules–Payments After Your Death".

PART VIII - ANNUITY BENEFITS *is changed to:*

"ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS"

The following new Section is added at the end of Part VIII:

SECTION 8.08 REQUIRED MINIMUM DISTRIBUTION RULES--PAYMENTS AFTER YOUR DEATH

This Contract is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

No amount is required to be distributed prior to your death.

Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized, distribution of your "entire interest" in this Contract, described below in this Section, must satisfy the requirements of Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) of the Code, and the Treasury Regulations thereunder.

Upon your death your entire interest in this Contract will be distributed at least as rapidly as follows:

(1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section.

(2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life. In the alternative, your surviving spouse may elect to take distribution of your entire in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) in this Section above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (1) or (2) in this Section above and reduced by 1 for each subsequent year.

Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this Roth IRA contract.

For purposes of paragraph (2) above, required distributions are considered to begin commence on the date distributions are required to begin to your surviving spouse under paragraph (2). However, if distributions start on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

If the designated Beneficiary is your surviving spouse, and Spousal Continuation described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until after your surviving spouse's death.

PART X - GENERAL PROVISIONS

SECTION 10.02 STATUTORY COMPLIANCE

The following language is added at the end of the existing Section:

If this Contract fails to qualify as a Roth individual retirement annuity under Sections 408(b) and 408A(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Contract Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 10.04 REPORTS AND NOTICES

The following language is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 10.05 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is deleted and replaced with the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY

[Christopher M. Condron
President and Chief Executive Officer]

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

MSCI DISCLOSURE

THIS FUND IS NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MSCI INC. ("MSCI"), ANY OF ITS AFFILIATES, ANY OF ITS INFORMATION PROVIDERS OR ANY OTHER THIRD PARTY INVOLVED IN, OR RELATED TO, COMPILING, COMPUTING OR CREATING ANY MSCI INDEX (COLLECTIVELY, THE "MSCI PARTIES"). THE MSCI INDEXES ARE THE EXCLUSIVE PROPERTY OF MSCI. MSCI AND THE MSCI INDEX NAMES ARE SERVICE MARK(S) OF MSCI OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY [LICENSEE]. NONE OF THE MSCI PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE ISSUER OR OWNERS OF THIS FUND OR ANY OTHER PERSON OR ENTITY REGARDING THE ADVISABILITY OF INVESTING IN FUNDS GENERALLY OR IN THIS FUND PARTICULARLY OR THE ABILITY OF ANY MSCI INDEX TO TRACK CORRESPONDING STOCK MARKET PERFORMANCE. MSCI OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE MSCI INDEXES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MSCI WITHOUT REGARD TO THIS FUND OR THE ISSUER OR OWNERS OF THIS FUND OR ANY OTHER PERSON OR ENTITY. NONE OF THE MSCI PARTIES HAS ANY OBLIGATION TO TAKE THE NEEDS OF THE ISSUER OR OWNERS OF THIS FUND OR ANY OTHER PERSON OR ENTITY INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE MSCI INDEXES. NONE OF THE MSCI PARTIES IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE DETERMINATION OF THE TIMING OF, PRICES AT, OR QUANTITIES OF THIS FUND TO BE ISSUED OR IN THE DETERMINATION OR CALCULATION OF THE EQUATION BY OR THE CONSIDERATION INTO WHICH THIS FUND IS REDEEMABLE. FURTHER, NONE OF THE MSCI PARTIES HAS ANY OBLIGATION OR LIABILITY TO THE ISSUER OR OWNERS OF THIS FUND OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THIS FUND.

ALTHOUGH MSCI SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE MSCI INDEXES FROM SOURCES THAT MSCI CONSIDERS RELIABLE, NONE OF THE MSCI PARTIES WARRANTS OR GUARANTEES THE ORIGINALITY, ACCURACY AND/OR THE COMPLETENESS OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER OF THE FUND, OWNERS OF THE FUND, OR ANY OTHER PERSON OR ENTITY, FROM THE USE OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS OF OR IN CONNECTION WITH ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. FURTHER, NONE OF THE MSCI PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND THE MSCI PARITES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO EACH MSCI INDEX AND ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL ANY OF THE MSCI PARTIES HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

PROTECTED CAPITAL STRATEGIES℠ SERIES B

Variable and Index Linked Deferred Annuity

For Non-Qualified, Traditional IRA, and Roth IRA funds only.

AXA EQUITABLE

Express Mail:
AXA Equitable
Protected Capital Strategies
500 Plaza Drive
6th Fl
Secaucus, NJ 07094-3619

Regular Mail:
AXA Equitable
Protected Capital Strategies
P.O. Box 1577
Secaucus, NJ 07096-1577

For Assistance, please call 800-338-3434
www.AXAonline.com
AXA Advisors, LLC

PLEASE PRINT

1. Account Type *(Check one)* **A.** ☐ **Non-Qualified** **B.** ☐ **Traditional IRA** **C.** ☐ **Roth IRA**

Account Registration

2A. Owner ☑ **Individual** ☐ **Male** ☐ **Female**

Name (First) (Middle Initial) (Last Name)

Taxpayer Identification No. ***(Required)*** ☐ SSN or ☐ ITIN Birth Date *(MM/DD/YYYY)*

U.S.A. Primary Resident Address – **No P.O. Box Permitted** Daytime Phone No.

City State Zip Code

2B. PATRIOT Act Information

U.S. Citizen ☐ Yes ☐ No (If No, please complete US Visa type below) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification/Passport # Exp. Date U.S. Visa Type (if applicable)

Your Employer's Name Your Occupation

2C. Mailing Address (if different from Primary Resident Address)

Mailing Address – P.O. Box Accepted

City State Zip Code

3A. Joint Owner ☐ **Male** ☐ **Female**

Name (First) (Middle Initial) (Last Name)

Taxpayer Identification No. ***(Required)*** ☐ SSN or ☐ ITIN Birth Date *(MM/DD/YYYY)*

U.S.A. Primary Resident Address – **No P.O. Box Permitted** Daytime Phone No.

City State Zip Code

3B. PATRIOT Act Information

U.S. Citizen ☐ Yes ☐ No (If No, please complete US Visa type below) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification/Passport # Exp. Date U.S. Visa Type (if applicable)

Your Employer's Name Your Occupation

4. Beneficiary(ies) Information *(If more than one – indicate %. Total must equal 100%)*

Primary

1. _____ _____% _____
Primary Beneficiary Name Relationship to Account Owner

2. _____ _____% _____
Primary Beneficiary Name Relationship to Account Owner

5. Contribution Information

Initial Contribution $_____ (Minimum: $25,000)

Specify Method(s) of Payment: ☐ Check or Wire ☐ Direct Transfer (IRA or Roth IRA) ☐ CD or Mutual Fund (NQ) ☐ Rollover (IRA or Roth IRA)

6. Investment Selection

- You must allocate your initial contribution among the Protected Investment Option and/or the Variable Investment Options.
- All future contributions will be allocated according to the percentages below unless instructed otherwise by you.

A. Protected Investment Option

I. If you elect any of the Segment Types listed below, once amounts are received, they will be first placed in a Segment Type Holding Account until your Segment (s) becomes available on the Segment Start Date. At that time, your funds will be allocated per your selection (s) below provided that all Segment Participation Requirements specified in the Certificate/Contract are met.

II. Performance Cap Threshold: is the minimum rate you specify that a Performance Cap Rate has to be in order for amounts to be transferred from a Segment Type Holding Account into a Segment.

- If the Performance Cap Rate we set for the Segment is less than the Performance Cap Threshold you set, this will result in amounts not being transferred to an available Segment.
- Although not required, you have the ability to choose a Performance Cap Threshold for some or all individual Segment Type(s).
- You may choose a Performance Cap Threshold for a Segment. Please complete the Performance Cap Threshold Column for the Segments you wish to apply a Performance Cap Threshold.

☐ I want to choose a Performance Cap Threshold.

III. Please use whole percentages when completing the Contribution Allocation column.

Segment Type	Contribution Allocation %	Performance Cap Threshold %	Segment Type	Contribution Allocation %	Performance Cap Threshold %
S&P 500 1 Year -10% Buffer	_____%	_____%	Russell 2000 1 Year -10% Buffer	_____%	_____%
S&P 500 3 Year -10% Buffer	_____%	_____%	Russell 2000 3 Year -10% Buffer	_____%	_____%
S&P 500 3 Year -20% Buffer	_____%	_____%	Russell 2000 3 Year -20% Buffer	_____%	_____%
S&P 500 5 Year -10% Buffer	_____%	_____%	Russell 2000 5 Year -10% Buffer	_____%	_____%
S&P 500 5 Year -20% Buffer	_____%	_____%	Russell 2000 5 Year -20% Buffer	_____%	_____%
S&P 500 5 Year -30% Buffer	_____%	_____%	Russell 2000 5 Year -30% Buffer	_____%	_____%
MSCI EAFE 1 Year -10% Buffer	_____%	_____%			

Traditional IRA / Roth IRA Only (Not available for Non-Qualified):

Gold Index 1 year -10% Buffer	_____%	_____%	Oil Index 1 Year -10% Buffer	_____%	_____%

B. Variable Investment Options (Please use whole percentages)

EQ/Money Market	_____%	_____%
EQ/Core Bond Index	_____%	_____%
EQ/Equity 500 Index	_____%	_____%

Contribution Allocation Total:

(A) Protected Investment Option Total _____% + ***(B) Variable Investment Options Total*** _____% = **100%**

7. Current Insurance

1. Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**
2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If #2 is **Yes**, complete the following:

COMPANY	TYPE OF PLAN	YEAR ISSUE	CERTIFICATE/CONTRACT NO.

8. Fraud Warnings

Arkansas/Louisiana/New Mexico/Rhode Island/West Virginia: 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. • **Colorado/District of Columbia/Kentucky/Maine/ Tennessee/Virginia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/ application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

9. Signature and Acknowledgements

GENERAL DISCLOSURE. BY SIGNING BELOW, I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Amounts I allocate to any of the Segment Types will first be allocated according to the Contribution Allocation percentages listed to the applicable Segment Type Holding Account. Amounts will be transferred from the Segment Type Holding Account to the applicable Segment on the next available Segment Start Date provided that the Performance Cap Rate we declare on the Segment Start Date is at least equal to any Performance Cap Threshold I specified and all other Segment Participation Requirements specified in the Certificate/Contract are met.
- If the Performance Cap Rate AXA Equitable sets on a given Segment Start Date is less than the Performance Cap Threshold that I specify, any account value I have in the applicable Segment Type Holding Account will not be transferred into that Segment. If I do not indicate a Performance Cap Threshold, then funds will transfer into a new Segment on all available Segment Start Dates, provided the Segment Participation Requirement specified in the Certificate/Contract are met.
- The Protected Investment Option provides a rate of return tied to the performance of a specified index. The Protected Investment Option is not an index fund and does not invest in underlying mutual funds that hold investments tracked by a specified index.
- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that apply to the Certificate/Contract.
- Amounts withdrawn from the Certificate/Contract may be subject to a withdrawal charge.
- In the case of IRAs, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral. IRAs derive tax deferral from the Internal Revenue Code and therefore the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract, or to the age at issue, in writing signed by an officer of the company.
- Protected Capital Strategies℠ is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to such product or any index on which such product is based. The prospectus contains a more detailed description of the limited relationship that MSCI has with AXA Equitable and any related products.

***Prospectus Information*: I acknowledge that I have received the most current prospectus and supplements, for the Protected Capital Strategies℠. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.**

9. Signature and Acknowledgements (cont'd)

Contract State: We will issue and deliver a contract to you based upon your state of primary residence. If you sign the enrollment form/application in a state other than your primary residence state: I certify that either: ☐ I have a second residence where the enrollment form/application was signed (the state of sale) ***or*** ☐ I work or maintain a business in the state where the enrollment form/application was signed (the state of sale). **(Please check one)**

CONSENT FOR DELIVERY OF INITIAL PROSPECTUS ON CD-ROM

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and that my computer has a CD drive and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print or download it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X _____

Owner/Annuitant Signature | City, State | Date

X _____

Joint Owner Signature | City, State | Date

10. Financial Professional Information

A. Does the Proposed Owner have any existing life insurance or annuity contracts? ☐ Yes ☐ No

B. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction, assuming the certificate/contract applied for will be issued on the life of the Owner? ☐ Yes ☐ No

C. Did you (i) verify the identity by reviewing the driver's license/passport of the Owner, (ii) inquire about the source of the customer's assets and income and (iii) confirm that the Proposed Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No

D. Is the Proposed Owner currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If Yes, you must also submit a completed and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES).

* Active Duty means full-time duty in active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. It does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X _____

Primary Financial Professional Signature | Social Security Number | Agent Code

_____ _____ % ( ) -

Print Name | Phone Number

_____

Client Account Number | Email Address | Agent Location

X _____

Financial Professional Signature | Social Security Number | Agent Code

_____ _____ % ( ) -

Print Name | Phone Number

X _____

Financial Professional Signature | Social Security Number | Agent Code

_____ _____ % ( ) -

Print Name | Phone Number

X _____

Financial Professional Signature | Social Security Number | Agent Code

_____ _____ % ( ) -

Print Name | Phone Number

Financial Professional Use Only: Contact your home office for option information.

Series B only: ☐ **Option I** ☐ **Option II** ☐ **Option III**

(Once selected, option cannot be changed)

PROTECTED CAPITAL STRATEGIES℠ SERIES B

Variable and Index Linked Deferred Annuity

For Non-Qualified, Traditional IRA, and Roth IRA funds only.

AXA EQUITABLE

Express Mail:
AXA Equitable
Protected Capital Strategies
500 Plaza Drive
6th Fl
Secaucus, NJ 07094-3619

Regular Mail:
AXA Equitable
Protected Capital Strategies
P.O. Box 1577
Secaucus, NJ 07096-1577

For Assistance, please call 888-517-9900
www.axadistributors.com

PLEASE PRINT

1. Account Type *(Check one)* **A.** ☐ **Non-Qualified** **B.** ☐ **Traditional IRA** **C.** ☐ **Roth IRA**

Account Registration

2A. Owner ☑ **Individual** ☐ **Male** ☐ **Female**

Name (First) (Middle Initial) (Last Name)

Taxpayer Identification No. ***(Required)*** ☐ SSN or ☐ ITIN Birth Date *(MM/DD/YYYY)*

U.S.A. Primary Resident Address – **No P.O. Box Permitted** Daytime Phone No.

City State Zip Code

2B. PATRIOT Act Information

U.S. Citizen ☐ Yes ☐ No (If No, please complete US Visa type below) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification/Passport # Exp. Date U.S. Visa Type (if applicable)

Your Employer's Name Your Occupation

2C. Mailing Address (if different from Primary Resident Address)

Mailing Address – P.O. Box Accepted

City State Zip Code

3A. Joint Owner ☐ **Male** ☐ **Female**

Name (First) (Middle Initial) (Last Name)

Taxpayer Identification No. ***(Required)*** ☐ SSN or ☐ ITIN Birth Date *(MM/DD/YYYY)*

U.S.A. Primary Resident Address – **No P.O. Box Permitted** Daytime Phone No.

City State Zip Code

3B. PATRIOT Act Information

U.S. Citizen ☐ Yes ☐ No (If No, please complete US Visa type below) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification/Passport # Exp. Date U.S. Visa Type (if applicable)

Your Employer's Name Your Occupation

4. Beneficiary(ies) Information *(If more than one – indicate %. Total must equal 100%)*

Primary

1. _____ _____% _____
Primary Beneficiary Name Relationship to Account Owner

2. _____ _____% _____
Primary Beneficiary Name Relationship to Account Owner

5. Contribution Information

Initial Contribution $_____ (Minimum: $25,000)

Specify Method(s) of Payment: ☐ Check or Wire ☐ Direct Transfer (IRA or Roth IRA)
☐ CD or Mutual Fund (NQ) ☐ Rollover (IRA or Roth IRA)

6. Investment Selection

- You must allocate your initial contribution among the Protected Investment Option and/or the Variable Investment Options.
- All future contributions will be allocated according to the percentages below unless instructed otherwise by you.

A. Protected Investment Option

I. If you elect any of the Segment Types listed below, once amounts are received, they will be first placed in a Segment Type Holding Account until your Segment (s) becomes available on the Segment Start Date. At that time, your funds will be allocated per your selection (s) below provided that all Segment Participation Requirements specified in the Certificate/Contract are met.

II. Performance Cap Threshold: is the minimum rate you specify that a Performance Cap Rate has to be in order for amounts to be transferred from a Segment Type Holding Account into a Segment.

- If the Performance Cap Rate we set for the Segment is less than the Performance Cap Threshold you set, this will result in amounts not being transferred to an available Segment.
- Although not required, you have the ability to choose a Performance Cap Threshold for some or all individual Segment Type(s).
- You may choose a Performance Cap Threshold for a Segment. Please complete the Performance Cap Threshold Column for the Segments you wish to apply a Performance Cap Threshold.

☐ I want to choose a Performance Cap Threshold.

III. Please use whole percentages when completing the Contribution Allocation column.

Segment Type	Contribution Allocation %	Performance Cap Threshold %	Segment Type	Contribution Allocation %	Performance Cap Threshold %
S&P 500 1 Year -10% Buffer	_____%	_____%	Russell 2000 1 Year -10% Buffer	_____%	_____%
S&P 500 3 Year -10% Buffer	_____%	_____%	Russell 2000 3 Year -10% Buffer	_____%	_____%
S&P 500 3 Year -20% Buffer	_____%	_____%	Russell 2000 3 Year -20% Buffer	_____%	_____%
S&P 500 5 Year -10% Buffer	_____%	_____%	Russell 2000 5 Year -10% Buffer	_____%	_____%
S&P 500 5 Year -20% Buffer	_____%	_____%	Russell 2000 5 Year -20% Buffer	_____%	_____%
S&P 500 5 Year -30% Buffer	_____%	_____%	Russell 2000 5 Year -30% Buffer	_____%	_____%
MSCI EAFE 1 Year -10% Buffer	_____%	_____%			

Traditional IRA / Roth IRA Only (Not available for Non-Qualified):

Gold Index 1 year -10% Buffer	_____%	_____%	Oil Index 1 Year -10% Buffer	_____%	_____%

B. Variable Investment Options (Please use whole percentages)

EQ/Money Market	_____%	_____%
EQ/Core Bond Index	_____%	_____%
EQ/Equity 500 Index	_____%	_____%

Contribution Allocation Total:

(A) Protected Investment Option Total _____% + ***(B) Variable Investment Options Total*** _____% = **100%**

7. Current Insurance

1. Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**
2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If #2 is **Yes**, complete the following:

COMPANY	TYPE OF PLAN	YEAR ISSUE	CERTIFICATE/CONTRACT NO.

8. Fraud Warnings

Arkansas/Louisiana/New Mexico/Rhode Island/West Virginia: 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. • **Colorado/District of Columbia/Kentucky/Maine/ Tennessee/Virginia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/ application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

9. Signature and Acknowledgements

GENERAL DISCLOSURE. BY SIGNING BELOW, I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Amounts I allocate to any of the Segment Types will first be allocated according to the Contribution Allocation percentages listed to the applicable Segment Type Holding Account. Amounts will be transferred from the Segment Type Holding Account to the applicable Segment on the next available Segment Start Date provided that the Performance Cap Rate we declare on the Segment Start Date is at least equal to any Performance Cap Threshold I specified and all other Segment Participation Requirements specified in the Certificate/Contract are met.
- If the Performance Cap Rate AXA Equitable sets on a given Segment Start Date is less than the Performance Cap Threshold that I specify, any account value I have in the applicable Segment Type Holding Account will not be transferred into that Segment. If I do not indicate a Performance Cap Threshold, then funds will transfer into a new Segment on all available Segment Start Dates, provided the Segment Participation Requirement specified in the Certificate/Contract are met.
- The Protected Investment Option provides a rate of return tied to the performance of a specified index. The Protected Investment Option is not an index fund and does not invest in underlying mutual funds that hold investments tracked by a specified index.
- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that apply to the Certificate/Contract.
- Amounts withdrawn from the Certificate/Contract may be subject to a withdrawal charge.
- In the case of IRAs, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral. IRAs derive tax deferral from the Internal Revenue Code and therefore the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 3 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract, or to the age at issue, in writing signed by an officer of the company.
- Protected Capital Strategies℠ is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to such product or any index on which such product is based. The prospectus contains a more detailed description of the limited relationship that MSCI has with AXA Equitable and any related products.

***Prospectus Information*: I acknowledge that I have received the most current prospectus and supplements, for the Protected Capital Strategies℠. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.**

9. Signature and Acknowledgements (cont'd)

Contract State: We will issue and deliver a contract to you based upon your state of primary residence. If you sign the enrollment form/application in a state other than your primary residence state: I certify that either: ☐ I have a second residence where the enrollment form/application was signed (the state of sale) ***or*** ☐ I work or maintain a business in the state where the enrollment form/application was signed (the state of sale). **(Please check one)**

CONSENT FOR DELIVERY OF INITIAL PROSPECTUS ON CD-ROM

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and that my computer has a CD drive and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print or download it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X _____

Owner/Annuitant Signature | City, State | Date

X _____

Joint Owner Signature | City, State | Date

10. Registered Representative Information

A. Does the Proposed Owner have any existing life insurance or annuity contracts? ☐ Yes ☐ No

B. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction, assuming the certificate/contract applied for will be issued on the life of the Owner? ☐ Yes ☐ No

C. Did you (i) verify the identity by reviewing the driver's license/passport of the Owner, (ii) inquire about the source of the customer's assets and income and (iii) confirm that the Proposed Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No

D. Is the Proposed Owner currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If Yes, you must also submit a completed and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES).

* Active Duty means full-time duty in active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. It does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X _____

Primary Registered Representative Signature | Social Security Number | Rep Code

_____ | _____ % | ( ) -

Print Name | Phone Number

_____

Client Account Number at Broker-Dealer | Email Address | Broker Dealer Name

X _____

Secondary Registered Representative Signature | Social Security Number | Rep Code

_____ | _____ % | ( ) -

Print Name | Phone Number

Registered Representative Use Only: Contact your home office for option information.

Series B only: ☐ **Option I** ☐ **Option II** ☐ **Option III**
(Once selected, option cannot be changed)

PROTECTED CAPITAL STRATEGIES℠ SERIES B

Variable and Index Linked Deferred Annuity

For Non-Qualified, Traditional IRA, and Roth IRA funds only.

AXA EQUITABLE

Express Mail:
AXA Equitable
Protected Capital Strategies
500 Plaza Drive
6th Fl
Secaucus, NJ 07094-3619

Regular Mail:
AXA Equitable
Protected Capital Strategies
P.O. Box 1577
Secaucus, NJ 07096-1577

For Assistance, please call 800-338-3434
www.AXAonline.com
AXA Advisors, LLC

PLEASE PRINT

1. Account Type *(Check one)* **A.** ☐ **Non-Qualified** **B.** ☐ **Traditional IRA** **C.** ☐ **Roth IRA**

Account Registration

2A. Owner *(Check one)* ☐ **Individual** ☐ **Trust** ☐ **Other Non-Natural Owner**
☐ **UGMA/UTMA** (State _____ Child SSN _____)

☐ **Male** ☐ **Female** ☐ **Owner and annuitant is the same**

Name (First) (Middle Initial) (Last Name)

Taxpayer Identification No. ***(Required)*** ☐ SSN or ☐ EIN or ☐ ITIN Birth Date *(MM/DD/YYYY)*

U.S.A. Primary Resident Address – **No P.O. Box Permitted** Daytime Phone No.

City State Zip Code

2B. PATRIOT Act Information

U.S. Citizen ☐ Yes ☐ No (If No, please complete US Visa type below) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification/Passport # Exp. Date U.S. Visa Type (if applicable)

Your Employer's Name Your Occupation

2C. Mailing Address (if different from Primary Resident Address)

Mailing Address – P.O. Box Accepted

City State Zip Code

3A. Joint Owner/Annuitant

- **If the Owner listed above is the same as the annuitant, and there is no Joint Owner skip this section and proceed to Section 4.**
- **Please see additional instructions at the end of this section.**

☐ **Joint Owner** ☐ **Annuitant** ☐ Male ☐ Female

Name (First) (Middle Initial) (Last Name)

Taxpayer Identification No. ***(Required)*** ☐ SSN or ☐ ITIN Birth Date *(MM/DD/YYYY)*

U.S.A. Primary Resident Address – **No P.O. Box Permitted** Daytime Phone No.

City State Zip Code

Additional Instructions:

I. If the owner and annuitant are not the same, please check the "Annuitant" box above and complete the information above.

II. If the Joint Owner and the Annuitant are the same, please check both boxes and complete the information above.

III. If the Joint Owner and the Annuitant are not the same, please check the "Joint Owner" box above and complete this section for the Joint Owner and Form #145118 for Annuitant/Joint Annuitant information. Joint Annuitants must be spouses and are permitted under NQ Certificate/Contract only.

3B. PATRIOT Act Information

U.S. Citizen ☐ Yes ☐ No (If No, please complete US Visa type below) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification/Passport # Exp. Date U.S. Visa Type (if applicable)

Your Employer's Name Your Occupation

4. Beneficiary(ies) Information

(If more than one – indicate %. Total must equal 100%)

Primary

1. _____ _____ % _____
Primary Beneficiary Name Relationship to Account Owner

2. _____ _____ % _____
Primary Beneficiary Name Relationship to Account Owner

5. Contribution Information

Initial Contribution $_____ (Minimum: $25,000)

Specify Method(s) of Payment:
☐ Check or Wire ☐ Direct Transfer (IRA or Roth IRA)
☐ 1035 Exchange (NQ)
☐ CD or Mutual Fund (NQ) ☐ Rollover (IRA or Roth IRA)

6. Investment Selection

- You must allocate your initial contribution among the Protected Investment Option and/or the variable investment options.
- All future contribution will be allocated accordingly to percentages below unless instructed otherwise by you.

A. Protected Investment Option

I. If you elect any of the Segment Types listed below, once amounts are received, they will be first placed in a Segment Type Holding Account until your Segment (s) becomes available on the Segment Start Date. At that time, your funds will be allocated per your selection (s) below provided that all Segment Participation Requirements specified in the Certificate/Contract are met.

II. Performance Cap Threshold: is the minimum rate you specify that a Performance Cap Rate has to be in order for amounts to be transferred from a Segment Type Holding Account into a Segment.

- If the Performance Cap Rate we set for the Segment is less than the Performance Cap Threshold you set, this will result in amounts not being transferred to an available Segment.
- Although not required, you have the ability to choose a Performance Cap Threshold for some or all individual Segment Type(s).
- You may choose a Performance Cap Threshold for a Segment. Please complete the Performance Cap Threshold Column for the Segments you wish to apply a Performance Cap Threshold.

☐ I want to choose a Performance Cap Threshold.

III. Please use whole percentages when completing the Contribution Allocation column.

Segment Type	Contribution Allocation %	Performance Cap Threshold %	Segment Type	Contribution Allocation %	Performance Cap Threshold %
S&P 500 1 Year -10% Buffer	_____%	_____%	Russell 2000 1 Year -10% Buffer	_____%	_____%
S&P 500 3 Year -10% Buffer	_____%	_____%	Russell 2000 3 Year -10% Buffer	_____%	_____%
S&P 500 3 Year -20% Buffer	_____%	_____%	Russell 2000 3 Year -20% Buffer	_____%	_____%
S&P 500 5 Year -10% Buffer	_____%	_____%	Russell 2000 5 Year -10% Buffer	_____%	_____%
S&P 500 5 Year -20% Buffer	_____%	_____%	Russell 2000 5 Year -20% Buffer	_____%	_____%
S&P 500 5 Year -30% Buffer	_____%	_____%	Russell 2000 5 Year -30% Buffer	_____%	_____%
MSCI EAFE 1 Year -10% Buffer	_____%	_____%			

Traditional IRA / Roth IRA Only (Not available for Non-Qualified):

Gold Index 1 year -10% Buffer	_____%	_____%	Oil Index 1 Year -10% Buffer	_____%	_____%

6. Investment Selection (cont'd)

B. Variable Investment Options (Please use whole percentages)

EQ/Money Market	_____%	_____%
EQ/Core Bond Index	_____%	_____%
EQ/Equity 500 Index	_____%	_____%

Contribution Allocation Total:

(A) Protected Investment Option Total _____% ***+ (B) Variable Investment Options Total*** _____% = **100%**

7. Current Insurance

1. Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**
2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If answer to #2 is **Yes**, complete the following:

COMPANY	TYPE OF PLAN	YEAR ISSUE	CERTIFICATE/CONTRACT NO.
COMPANY	TYPE OF PLAN	YEAR ISSUE	CERTIFICATE/CONTRACT NO.

8. Fraud Warnings

Arkansas/Louisiana/New Mexico/Rhode Island/West Virginia: 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. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

9. Signature and Acknowledgements

GENERAL DISCLOSURE. BY SIGNING BELOW, I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Amounts I allocate to any of the Segment Types will first be allocated according to the Contribution Allocation percentages listed to the applicable Segment Type Holding Account. Amounts will be transferred from the Segment Type Holding Account to the applicable Segment on the next available Segment Start Date provided that the Performance Cap Rate we declare on the Segment Start Date is at least equal to any Performance Cap Threshold I specified and all other Segment Participation Requirements specified in the Certificate/Contract are met.
- If the Performance Cap Rate AXA Equitable sets on a given Segment Start Date is less than the Performance Cap Threshold that I specify, any account value I have in the applicable Segment Type Holding Account will not be transferred into that Segment. If I do not indicate a Performance Cap Threshold, then funds will transfer into a new Segment on all available Segment Start Dates, provided the Segment Participation Requirement specified in the Certificate/Contract are met.
- The Protected Investment Option provides a rate of return tied to the performance of a specified index. The Protected Investment Option is not an index fund and does not invest in underlying mutual funds that hold investments tracked by a specified index.
- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that apply to the Certificate/Contract.

9. Signature and Acknowledgements (cont'd)

- Amounts withdrawn from the Certificate/Contract may be subject to a withdrawal charge.
- In the case of IRAs, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral. IRAs derive tax deferral from the Internal Revenue Code and therefore the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract, or to the age at issue, in writing signed by an officer of the company.
- Protected Capital Strategies℠ is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to such product or any index on which such product is based. The prospectus contains a more detailed description of the limited relationship that MSCI has with AXA Equitable and any related products.

***Prospectus Information*: I acknowledge that I have received the most current prospectus and supplements, for the Protected Capital Strategies℠. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.**

Contract State: We will issue and deliver a contract to you based upon your state of primary residence. If you sign the enrollment form/application in a state other than your primary residence state:

I certify that either: ☐ I have a second residence where the enrollment form/application was signed (the state of sale) ***or*** ☐ I work or maintain a business in the state where the enrollment form/application was signed (the state of sale). **(Please check one)**

CONSENT FOR DELIVERY OF INITIAL PROSPECTUS ON CD-ROM

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and that my computer has a CD drive and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print or download it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X_____

Owner Signature | City, State | Date

X_____

Joint Owner Signature | City, State | Date

X_____

Annuitant's Signature (if other than Owner) | City, State | Date

_____

Annuitant (PRINT NAME)

X_____

Joint Annuitant's Signature (if other than Owner) | City, State | Date

_____

Joint Annuitant (PRINT NAME)

10. Financial Professional Information

A. Does the Proposed Owner have any existing life insurance or annuity contracts? ☐ Yes ☐ No

B. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction, assuming the certificate/contract applied for will be issued on the life of the Owner? ☐ Yes ☐ No

C. Did you (i) verify the identity by reviewing the driver's license/passport of the Owner, (ii) inquire about the source of the customer's assets and income and (iii) confirm that the Proposed Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No

D. Is the Proposed Owner currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If Yes, you must also submit a completed and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES).

* Active Duty means full-time duty in active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. It does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X _____
Primary Financial Professional Signature | Social Security Number | Agent Code

_____ _____ % ( ) -
Print Name | Phone Number

_____
Client Account Number | Email Address | Agent Location

X _____
Financial Professional Signature | Social Security Number | Agent Code

_____ _____ % ( ) -
Print Name | Phone Number

X _____
Financial Professional Signature | Social Security Number | Agent Code

_____ _____ % ( ) -
Print Name | Phone Number

X _____
Financial Professional Signature | Social Security Number | Agent Code

_____ _____ % ( ) -
Print Name | Phone Number

Financial Professional Use Only: Contact your home office for option information.

Series B only: ☐ **Option I** ☐ **Option II** ☐ **Option III**
(Once selected, option cannot be changed)

PROTECTED CAPITAL STRATEGIES℠ SERIES B

Variable and Index Linked Deferred Annuity

For Non-Qualified, Traditional IRA, and Roth IRA funds only.

AXA EQUITABLE

Express Mail:
AXA Equitable
Protected Capital Strategies
500 Plaza Drive
6th Fl
Secaucus, NJ 07094-3619

Regular Mail:
AXA Equitable
Protected Capital Strategies
P.O. Box 1577
Secaucus, NJ 07096-1577

For Assistance, please call 888-517-9900
www.axadistributors.com

PLEASE PRINT

1. Account Type *(Check one)* **A.** ☐ **Non-Qualified** **B.** ☐ **Traditional IRA** **C.** ☐ **Roth IRA**

Account Registration

2A. Owner *(Check one)* ☐ **Individual** ☐ **Custodian (IRA / Roth IRA)** ☐ **Trust** ☐ **Other Non-Natural Owner**
☐ **UGMA/UTMA** (State _____ Child SSN _____)

☐ **Male** ☐ **Female** ☐ **Owner and annuitant is the same**

Name (First) (Middle Initial) (Last Name)

Taxpayer Identification No. ***(Required)*** ☐ SSN or ☐ EIN or ☐ ITIN Birth Date *(MM/DD/YYYY)*

U.S.A. Primary Resident Address – **No P.O. Box Permitted** Daytime Phone No.

City State Zip Code

2B. PATRIOT Act Information

U.S. Citizen ☐ Yes ☐ No (If No, please complete US Visa type below) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification/Passport # Exp. Date U.S. Visa Type (if applicable)

Your Employer's Name Your Occupation

2C. Mailing Address (if different from Primary Resident Address)

Mailing Address – P.O. Box Accepted

City State Zip Code

3A. Joint Owner/Annuitant

- **If the Owner listed above is the same as the annuitant, and there is no Joint Owner skip this section and proceed to Section 4.**
- **Please see additional instructions at the end of this section.**

☐ **Joint Owner** ☐ **Annuitant** ☐ Male ☐ Female

Name (First) (Middle Initial) (Last Name)

Taxpayer Identification No. ***(Required)*** ☐ SSN or ☐ ITIN Birth Date *(MM/DD/YYYY)*

U.S.A. Primary Resident Address – **No P.O. Box Permitted** Daytime Phone No.

City State Zip Code

Additional Instructions:

I. If the owner and annuitant are not the same, please check the "Annuitant" box above and complete the information above.
II. If the Joint Owner and the Annuitant are the same, please check both boxes and complete the information above.
III. If the Joint Owner and the Annuitant are not the same, please check the "Joint Owner" box above and complete this section for the Joint Owner and Form #145118 for Annuitant/Joint Annuitant information. Joint Annuitants must be spouses and are permitted under NQ Certificate/Contract only.

3B. PATRIOT Act Information

U.S. Citizen ☐ Yes ☐ No (If No, please complete US Visa type below) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification/Passport # Exp. Date U.S. Visa Type (if applicable)

Your Employer's Name Your Occupation

4. Beneficiary(ies) Information

(If more than one – indicate %. Total must equal 100%)

Primary

1. _____ _____ % _____
Primary Beneficiary Name Relationship to Account Owner

2. _____ _____ % _____
Primary Beneficiary Name Relationship to Account Owner

5. Contribution Information

Initial Contribution $_____ (Minimum: $25,000)

Specify Method(s) of Payment:
☐ Check or Wire ☐ Direct Transfer (IRA or Roth IRA)
☐ 1035 Exchange (NQ)
☐ CD or Mutual Fund (NQ) ☐ Rollover (IRA or Roth IRA)

6. Investment Selection

- You must allocate your initial contribution among the Protected Investment Option and/or the variable investment options.
- All future contributions will be allocated accordingly to percentages below unless instructed otherwise by you.

A. Protected Investment Option

I. If you elect any of the Segment Types listed below, once amounts are received, they will be first placed in a Segment Type Holding Account until your Segment(s) becomes available on the Segment Start Date. At that time, your funds will be allocated per your selection(s) below provided that all Segment Participation Requirements specified in the Certificate/Contract are met.

II. Performance Cap Threshold: is the minimum rate you specify that a Performance Cap Rate has to be in order for amounts to be transferred from a Segment Type Holding Account into a Segment.

- If the Performance Cap Rate we set for the Segment is less than the Performance Cap Threshold you set, this will result in amounts not being transferred to an available Segment.
- Although not required, you have the ability to choose a Performance Cap Threshold for some or all individual Segment Type(s).
- You may choose a Performance Cap Threshold for a Segment. Please complete the Performance Cap Threshold Column for the Segments you wish to apply a Performance Cap Threshold.

☐ I want to choose a Performance Cap Threshold.

III. Please use whole percentages when completing the Contribution Allocation column.

Segment Type	Contribution Allocation %	Performance Cap Threshold %	Segment Type	Contribution Allocation %	Performance Cap Threshold %
S&P 500 1 Year -10% Buffer	_____%	_____%	Russell 2000 1 Year -10% Buffer	_____%	_____%
S&P 500 3 Year -10% Buffer	_____%	_____%	Russell 2000 3 Year -10% Buffer	_____%	_____%
S&P 500 3 Year -20% Buffer	_____%	_____%	Russell 2000 3 Year -20% Buffer	_____%	_____%
S&P 500 5 Year -10% Buffer	_____%	_____%	Russell 2000 5 Year -10% Buffer	_____%	_____%
S&P 500 5 Year -20% Buffer	_____%	_____%	Russell 2000 5 Year -20% Buffer	_____%	_____%
S&P 500 5 Year -30% Buffer	_____%	_____%	Russell 2000 5 Year -30% Buffer	_____%	_____%
MSCI EAFE 1 Year -10% Buffer	_____%	_____%			

Traditional IRA / Roth IRA Only (Not available for Non-Qualified):

Gold Index 1 year -10% Buffer	_____%	_____%	Oil Index 1 Year -10% Buffer	_____%	_____%

6. Investment Selection (cont'd)

B. Variable Investment Options (Please use whole percentages)

EQ/Money Market	_____%	_____%
EQ/Core Bond Index	_____%	_____%
EQ/Equity 500 Index	_____%	_____%

Contribution Allocation Total:
(A) Protected Investment Option Total _____% ***+ (B) Variable Investment Options Total*** _____% = **100%**

7. Current Insurance

1. Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**
2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If answer to #2 is **Yes**, complete the following:

COMPANY	TYPE OF PLAN	YEAR ISSUE	CERTIFICATE/CONTRACT NO.
COMPANY	TYPE OF PLAN	YEAR ISSUE	CERTIFICATE/CONTRACT NO.

8. Fraud Warnings

Arkansas/Louisiana/New Mexico/Rhode Island/West Virginia: 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. • **Colorado/District of Columbia/Kentucky/Maine/ Tennessee/Virginia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/ application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

9. Signature and Acknowledgements

GENERAL DISCLOSURE. BY SIGNING BELOW, I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Amounts I allocate to any of the Segment Types will first be allocated according to the Contribution Allocation percentages listed to the applicable Segment Type Holding Account. Amounts will be transferred from the Segment Type Holding Account to the applicable Segment on the next available Segment Start Date provided that the Performance Cap Rate we declare on the Segment Start Date is at least equal to any Performance Cap Threshold I specified and all other Segment Participation Requirements specified in the Certificate/Contract are met.
- If the Performance Cap Rate AXA Equitable sets on a given Segment Start Date is less than the Performance Cap Threshold that I specify, any account value I have in the applicable Segment Type Holding Account will not be transferred into that Segment. If I do not indicate a Performance Cap Threshold, then funds will transfer into a new Segment on all available Segment Start Dates, provided the Segment Participation Requirement specified in the Certificate/Contract are met.
- The Protected Investment Option provides a rate of return tied to the performance of a specified index. The Protected Investment Option is not an index fund and does not invest in underlying mutual funds that hold investments tracked by a specified index.
- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that apply to the Certificate/Contract.

9. Signature and Acknowledgements (cont'd)

- Amounts withdrawn from the Certificate/Contract may be subject to a withdrawal charge.
- In the case of IRAs, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral. IRAs derive tax deferral from the Internal Revenue Code and therefore the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 3 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract, or to the age at issue, in writing signed by an officer of the company.
- Protected Capital Strategies℠ is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to such product or any index on which such product is based. The prospectus contains a more detailed description of the limited relationship that MSCI has with AXA Equitable and any related products.

***Prospectus Information*: I acknowledge that I have received the most current prospectus and supplements, for the Protected Capital Strategies℠. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.**

Contract State: We will issue and deliver a contract to you based upon your state of primary residence. If you sign the enrollment form/application in a state other than your primary residence state:

I certify that either: ☐ I have a second residence where the enrollment form/application was signed (the state of sale) ***or*** ☐ I work or maintain a business in the state where the enrollment form/application was signed (the state of sale). **(Please check one)**

CONSENT FOR DELIVERY OF INITIAL PROSPECTUS ON CD-ROM

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and that my computer has a CD drive and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print or download it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X_____

Owner Signature | City, State | Date

X_____

Joint Owner Signature | City, State | Date

X_____

Annuitant's Signature (if other than Owner) | City, State | Date

_____

Annuitant (PRINT NAME)

X_____

Joint Annuitant's Signature (if other than Owner) | City, State | Date

_____

Joint Annuitant (PRINT NAME)

10. Registered Representative Information

A. Does the Proposed Owner have any existing life insurance or annuity contracts? ☐ Yes ☐ No

B. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction, assuming the certificate/contract applied for will be issued on the life of the Owner? ☐ Yes ☐ No

C. Did you (i) verify the identity by reviewing the driver's license/passport of the Owner, (ii) inquire about the source of the customer's assets and income and (iii) confirm that the Proposed Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No

D. Is the Proposed Owner currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If Yes, you must also submit a completed and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES).

* Active Duty means full-time duty in active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. It does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X _____

Primary Registered Representative Signature | Social Security Number | Rep Code

_____ _____ % ( ) - _____

Print Name | Phone Number

_____

Client Account Number at Broker-Dealer | Email Address | Broker Dealer Name

X _____

Secondary Registered Representative Signature | Social Security Number | Rep Code

_____ _____ % ( ) - _____

Print Name | Phone Number

Registered Representative Use Only: Contact your home office for option information.

Series B only: ☐ **Option I** ☐ **Option II** ☐ **Option III**
(Once selected, option cannot be changed)

Supporting Document Schedules

Item Status: **Status Date:**

Bypassed - Item: Flesch Certification

Bypass Reason: N/A

Comments:

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

Applications listed under Form Schedule tab.

Item Status: **Status Date:**

Satisfied - Item: Variable Text Memorandum

Comments:

Attachments:

VTM - Data Page - For use with Contract Form 2010PCSBASE-I-A2010PCSBASE-I-B (Final).pdf

VTM - End - For use with Contract Form No 2010PCSBASE-I-A2010PCSBASE-I-B (Final).pdf

VTM - For Enrollment Forms and Applications 2010 PCS App 01 and 2010 PCSI App 01 (Revised-F).pdf

VTM - For Enrollment Forms and Applications 2010 PCS App 02 and 2010 PCSI App 02 (Revised-F).pdf

Item Status: **Status Date:**

Satisfied - Item: Filing Letter

Comments:

Attachment:

AR Filing Letter.pdf

Item Status: **Status Date:**

Satisfied - Item: Response Letter

SERFF Tracking Number:	*ELAS-126585776*	*State:*	*Arkansas*
Filing Company:	*AXA Equitable Life Insurance Company*	*State Tracking Number:*	*45475*
Company Tracking Number:	*2010PCSBASE-I-A*		
TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*Protected Capital Strategies*		
Project Name/Number:	*Protected Capital Strategies/2010PCSBASE-I-A*		

Comments:

Attachment:

AR 04-28-2010 Response Letter for ELAS-126585776.pdf

AXA EQUITABLE LIFE INSURANCE COMPANY
Memorandum of Variable Material

For use with Contract Form 2010PCSBASE-I-A/2010PCSBASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "[Protected Capital Strategies]")

	Form
Contract	2010PCSBASE-I-A/2010PCSBASE-I-B
Data Pages Description:	
Base Data Page	2010PCSDP
Series B Data Page	2010PCSDP-B
Series ADV Data Page	2010INDXDP-ADV

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages forms. They are numbered, in accordance with the page number as to where they appear in the forms and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual Data Pages forms a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity **(Traditional IRA or Roth IRA)** or as a Non-Qualified annuity **(NQ)**.

The variability for the submitted forms is shown in this memorandum.

Contract:

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.

2. **Cover Page:** The Company's address may change in the future.

3. **Cover Page:** The Company Officer's signatures are bracketed and may change in the future.

4. **Page 6, Participation Rate:** Currently, if the Participation Rate is other than 100%, it will show in the Data Pages. This amount may range from 0% to 200%.

5. **Pages 6 & 7, Performance Cap Threshold:** If we permit the Owner to specify a minimum Performance Cap Threshold, this Section will appear.

   The text: *"until the later of [90 days] after we receive your election and the date amounts in the applicable Segment Type Holding Account are transferred into a Segment"* may be replaced with: *"until you change it"*. The "90 days" may range from 15 to 120 days.

6. **Pages 9, 10, 11, 17 and 21:** The default Investment Option may change from the EQ/Money Market Variable Investment Option to a similar Investment Option.

7. **Page 10:** "45" days may range from 15 to 120 days.

8. **Page 10:** The bracketed text will appear if there are additional rules for allocation options on a Segment Maturity Date shown in the Data Pages.

9. **Page 12:** The Separate Account that has been established for the reserves and liabilities of the Protected Investment Option is AXA Equitable's Separate Account No. 68. If this Separate Account is renamed, or other Separate Accounts are added in the future, it will be listed here. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

10. **Page 13:** The Variable Investment Options which apply are Variable Investment Options of AXA Equitable's Separate Account No. 49. If this Separate Account is renamed, or other Separate Accounts are added in the future, it will be listed here. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

11. **Page 17:** If we permit the Owner to specify a minimum Performance Cap Rate, the bracketed text will appear.

12. **Page 22:** The Contract Maturity Date may not be prior to thirteen months from the Contract Date. We will make any change to this period to comply with regulatory guidelines.

13. **Page 29:** Misstatement of Age, The bracketed material reflects AXA Equitable's current policy regarding the determination of the amount of benefits including any adjustment as a result of misstatements as applicable to an optional benefit rider. These benefit amounts may be revised in the future for all Contracts. We currently do not offer such a rider with this Contract. Upon such offer in the future, the bracketed text will appear.

14. **Pages 30 & 31:** The bracketed material reflects AXA Equitable's current guaranteed annuity rates. These amounts may be revised in the future.

Data Pages:

For each product, there will be a base set of Data Pages 2010PCSDP common to all products followed by product-specific Data Pages unique to each product, which includes a description of Charges applicable to that product. See table below for form numbers:

Base Data Pages Form Nos.	Product-Specific Data Pages Form Nos.	Product Series Name
2010PCSDP	2010PCSDP-B	Series B
	2010INDXDP-ADV	Series ADV

Data Pages 2010PCSDP
(Unless specifically noted these items apply to both Products)

1. **Data Page 1:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.

2. **Data Page 1, "Endorsements Attached":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Disclosure endorsements will be issued if required by an Index Company and approved by the Department. Any such change will be in compliance with regulatory guidelines.

3. **Data Page 1, "Contract Maturity Date":** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date.

4. **Data Page 2, "Participation Rate":** Currently the Participation Rate is 100%. If the Participation Rate is other than 100%, the bracketed text will appear. The range for the rate is 0% to 200%. The Participation Rate may apply to all Segments or specific Segments, which will be shown here.

5. **Data Page 2, "Segment Business Day":** The current Indices and when they are valued is shown. We may add or delete Segments in the future. The exchange on which any new Index is published and when it is valued, will be shown here.

6. **Data Page 2, "Segment Start Date":** The Segment Start Date of the "15th" and the date of the "13th" may change to another day of the month.

7. **Data Page 2, "Segment Maturity Date":** The Segment Maturity Date of the "14th" and the date of the "13th" may change to another day of the month.

8. **Data Page 3, "Segment Type":** The current Indices are shown. We may add or delete Segment Types in the future. The Segment Duration may range from 1 month to 10 years. The Segment Buffer may range from 0% to 100%.

9. **Data Page 4, "Variable Investment Options":** As provided in Part III of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. If Variable Investment Options are added in the future, pursuant to Section 3.03 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

10. **Data Page 4:** The current maximum number of Segments and Segment Type Holding Accounts that may be active is shown. This amount may range from 60 to 100.

The default Investment Option may change from the EQ/Money Market Variable Investment Option to a similar Investment Option.

11. **Data Pages 5 and 6, "Minimum Amounts, Limits and Requirements for Contributions":** The current minimum contribution amount requirements are shown. Text will vary by market segment as shown in the Data Pages. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. "$25,000" may range from $5,000 to $125,000.

Subsequent Contribution amounts of $50 and $500 may range from $20 to $5,000. Subsequent Contributions can be made until the older of the original Annuitant and Owner attain age 86 or if later, the first Contract Date Anniversary. The age for subsequent contributions may range from 59½ to 90.

We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes.

The current marketing name is "Protected Capital Strategies" and may change in the future.

"25%" may range from 0% to 100%.

If there is a waiting period applicable on amounts to be allocated to a Segment, the following bracketed text as shown in the Data Pages, will show: *"Amounts you allocate to a Segment Type Holding Account will not automatically transfer to a new Segment before [60] days after your Contract Date."*

"60 days" may range from 15 to 120 days.

We may also change the contribution limits to accommodate a new class of business. The current maximum contribution amount requirements are $1,500,000 ($500,000 for issue ages 81 – 85). The maximum contribution amount may range from $250,000 (for issue ages 81 – 85) to $5,000,000 for all AXA Equitable Contracts/Certificates.

Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment, distribution channel and/or class of business.

12. **Data Page 7, "Transfer Requests":** Currently there is no minimum transfer amount. If there is a minimum transfer amount, it will appear here. The minimum would range from $500 to $50,000. Any change to the minimum amount will be made on a uniform and non-discriminatory basis.

13. **Data Pages 7 & 8, "Transfer Rules":** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity.

If there is a waiting period applicable on amounts to be allocated to a Segment, the following text will show: *"Amounts you allocate to a Segment Type Holding Account will not automatically transfer to a new Segment before [60] days after your Contract Date."*

"60 days" may range from 15 to 120 days.

14. **Data Pages 8 & 9, "Withdrawals":** a) The RMD text shown will appear for IRA Contracts only. b) The bracketed text pertaining to the payment of Segment Maturity Value overrides the withdrawal hierarchy and

will appear in Contracts if this override applies. c) The minimum lump sum withdrawal amount is currently $300. This amount may range from $0 to $2000. Any change will be on a new business basis only. Any such change will be made on a uniform and non-discriminatory basis. d) The Automatic RMD withdrawal minimum initial amount is currently $250. This amount may range from $0 to $1000. Such text will appear only under Contracts subject to RMDs. Any change will be on a new business basis only. Any such change will be made on a uniform and non-discriminatory basis.

15. **Data Page 9, "Contract Termination":** The minimum remaining Cash Value is currently $500. This amount may range from $0 to $5,000. Any change will be on a new business basis only. Any such change will be made on a uniform and non-discriminatory basis.

16. **Data Page 9, "Normal Form of Annuity":** The Normal Form of Annuity is shown in the Data Pages and is Life Annuity 10 Year Period Certain. This is the current default option exercised upon a Contract's maturity. We reserve the right to change it in the future. Any change will be made on a uniform and non-discriminatory basis. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages beginning currently at age 80, is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. Age 80 may change accordingly.

17. **Data Page 10, "Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex":** The current interest rate is 6%. It may be revised in the future for all Contracts and may range from 1% to 8%. Any such change will be made on a uniform and non-discriminatory basis.

18. **Data Page 10, "Minimum Amount to be Applied to an Annuity":** The current amounts are shown on the Data Pages. We reserve the right to change these amounts in the future on a new business basis only. The $2000 may range from $50 to $5000 and the $20 may range from $5 to $100. Any such change will be made on a uniform and non-discriminatory basis.

Product Specific Data Page Form 2010PCSDP-B:

1. **Date Page 11, "Withdrawal Charges":** Section 9.01 of the Contract gives AXA Equitable the right to change the Withdrawal Charge stated in the Data Pages with respect to future Contributions. Any change will be a lower/lesser schedule than what is shown in the Data Pages.

2. **Data Pages 11-12, "Free Withdrawal Amount":**

   The Free Withdrawal Amount of 10% may be changed to a percentage within the range of 0% to 50%.

   For purposes of determining the free withdrawal amount in the first Contract Year, the free withdrawal amount is based on Contributions received in the first 90 days of the Contract Date. This time period may vary from 30 days to 6 months, on a new business basis only.

3. **Data Page 12, "Number of Free Transfers":** We reserve the right to limit the number of free transfers in the future. The limitations for free transfers are provided. The charges for any transfer in excess of such limitation are also provided. The maximum charge for any transfer will not exceed $35.

4. **Data Page 12, "Contract Fee":** In accordance with Section 9.05 of the Contract, the current Contract Fee is 1.25%. The Contract Fee will not exceed 2.00%.

5. **Data Pages 12-13, "Withdrawal Charge Waivers":** Sections 9.01 and 9.06 of the Contract gives AXA Equitable the right to waive or reduce the Withdrawal Charges and any related waivers thereto. Any changes will be made on a uniform basis among all Contracts depending on the market or class of business.

Product Specific Data Page Form 2010INDXDP-ADV:

1. **Data Page 11, "Number of Free Transfers":** We reserve the right to limit the number of free transfers in the future. The limitations for free transfers are provided. The charges for any transfer in excess of such limitation are also provided. The maximum charge for any transfer will not exceed $35.

2. **Data Page 11, "Contract Fee":** In accordance with Section 9.05 of the Contract, the current Contract Fee is 0.80%. The Contract Fee will not exceed 2.00%.

AXA EQUITABLE LIFE INSURANCE COMPANY
Memorandum of Variable Material

For use with Contract Form No. 2010PCSBASE-I-A/2010PCSBASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "Protected Capital Strategies"

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity **(Traditional IRA or Roth IRA),** or as a Non-Qualified annuity **(NQ)**.

The variability for the submitted forms is shown in this memorandum.

Endorsement 2010IRA-I-PCS

1. **Pages 1, 2 and 5:** This language will appear if the Contract is trustee or custodial owned.

2. **Page 4:** The age requirement for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The age is bracketed and may range from 70 to 95.

3. **Page 5**: The name of this Investment Option may change and/or we reserve the right to substitute the EQ/Money Market Investment Option for a similar type Investment Option.

4. **Page 11:** The names of the Company's officers are bracketed and may change in the future.

Endorsement 2010ROTH-I-PCS

1. **Pages 1, 2 and 7:** This language will appear if the Contract is trustee or custodial owned.

2. **Page 6:** The age requirement for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The age is bracketed and may range from 70 to 95.

3. **Page 6**: The name of this Investment Option may change and/or we reserve the right to substitute the EQ/Money Market Investment Option for a similar type Investment Option.

4. **Page 12:** The names of the Company's officers are bracketed and may change in the future.

Endorsement 2010NQ-I-PCS

1. **Page 4:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 90.
2. **Page 8**: The name of this Investment Option may change and/or we reserve the right to substitute the EQ/Money Market Investment Option for a similar type Investment Option.

3. **Page 9**: The period during which an eligible individual may elect to continue cover under the Beneficiary Continuation Option is nine months. This period may vary in the future on a new business basis, and may range from six to eighteen months.

4. **Page 11:** The names of the Company's officers are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY
Description of Illustrative and Variable Text
For Enrollment Forms and Applications **2010 PCS App 01 and 2010 PCSI App 01**

The following comments describe the nature and scope of the illustrative and variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

1. **On pages 1 and 4:** The address, web address and telephone number for our processing office, and the catalog number and page footers of the form should be considered administrative in nature and are subject to change.

2. **On the first and last pages:** The marketing name "Series B" reflects the type of product on the application and is subject to change. We will also offer the product as "Series ADV" when sold through wrap accounts by financial advisors.

3. In **Section 1** the Account Type references the markets (e.g., "Non-Qualified" "Traditional IRA" and "Roth IRA") that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.

4. In **Section 2** the available types of ownership may vary by the type of markets offered.

5. In **Sections 2 and 3** the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.

6. In **Section 5** the available methods of payment may vary by the type of markets offered.

7. In **Section 6** the Segment Type's Investment Options available from AXA Equitable will be listed here and approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Protected and Variable Investment Options pursuant to the terms of the Contract, the list of Investment Options will be changed accordingly.

8. In **Section 6**, if we permit the Owner to specify a minimum Performance Cap Rate Threshold, item II will appear on the application. If we choose to capture this information separately, the (third bullet) instruction will change to "To choose your Performance Cap Threshold, please check the box below and complete the Performance Cap Threshold Form (#145276). The completed form must be submitted along with this application to our Processing Center."

9. In **Section 10** commission options may be added or removed.

AXA EQUITABLE LIFE INSURANCE COMPANY
Description of Illustrative and Variable Text
For Enrollment Forms and Applications **2010 PCS App 02 and 2010 PCSI App 02**

The following comments describe the nature and scope of the illustrative and variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

1. **On pages 1 and 4:** The address, web address and telephone number for our processing office, and the catalog number and page footers of the form should be considered administrative in nature and are subject to change.

2. **On the first and last pages:** The marketing name "Series B" reflects the type of product on the application and is subject to change. We will also offer the product as "Series ADV" when sold through wrap accounts by financial advisors.

3. In **Section 1** the Account Type references the markets (e.g., "Non-Qualified" "Traditional IRA" and "Roth IRA") that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.

4. In **Section 2** the available types of ownership may vary by the type of markets offered.

5. In **Sections 2 and 3** the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.

6. In **Section 5** the available methods of payment may vary by the type of markets offered.

7. In **Section 6** the Segment Type's Investment Options available from AXA Equitable will be listed here and approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Protected and Variable Investment Options pursuant to the terms of the Contract, the list of Investment Options will be changed accordingly.

8. In **Section 6**, if we permit the Owner to specify a minimum Performance Cap Rate Threshold, item II will appear on the application. If we choose to capture this information separately, the (third bullet) instruction will change to "To choose your Performance Cap Threshold, please check the box below and complete the Performance Cap Threshold Form (#145276). The completed form must be submitted along with this application to our Processing Center."

9. In **Section 10** commission options may be added or removed.

AXA EQUITABLE

redefining / standards

Richard Walsh
Assistant Vice President
Annuity Product Management & Filing

April 21, 2010

Ms. Julie Benafield Bowman
Insurance Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company
NAIC No.: 968-62944
FEIN No.: 13-5570651
RE: See Attached Exhibit I, which lists the forms being filed.

Dear Commissioner Bowman,

Filing Overview

We are filing for your approval the enclosed flexible premium variable and index-linked deferred annuity forms. The new forms (described below) include: a Contract with Data Pages, Endorsements and Application Forms.

New and Innovative Product Filing

These forms will allow us to introduce a new and innovative series of variable and index-linked annuity products. Both Series of the variable annuity will be issued under the base Contract 2010PCSBASE-I-A which is enclosed for approval. As with our previous variable annuity policy forms, this submission uses a "modular" approach; that is, we use a single base contract with different sets of data pages to create two versions of the product that differ by charges. The Protected Investment Option is the new and innovative feature of this variable and index-linked annuity product. Further information regarding this feature is described below under "Product Overview."

The two versions of this submission reflect what we refer to as "B Series" and "Advisor Series" variable annuity policy forms. The B Series will be sold by licensed agents and brokers whereas the Advisor Series will be sold through fee-based arrangements.

Product Overview

We are filing the enclosed individual variable and index-linked deferred annuity policy forms to offer a new product that we intend to market as "Protected Capital Strategies". The Contract is designed to provide a client with growth potential, protection and control in a tax-deferred vehicle. In addition to several traditional variable investment options, this product offers a variety of index-linked Variable Investment Options, in various durations, all of which are designed to provide potential asset growth with downside protection through what we call the Protected Investment Option.

With the Protected Investment Option, an investor may seek growth of his or her investment through the upside performance potential of equity-based indices, as well as indices of gold and oil prices. Investors are protected from the downside risk and volatility by the application of a buffer that absorbs a specified percentage of negative performance. It is important to note that investment in the Protected Investment Option is not an investment in an index fund; clients do not invest directly in any underlying mutual fund.

Amounts allocated to the Protected Investment Option are invested in one or more Segments. Segments start on a specified date each month. Each Segment Type is a unique combination of duration (generally one, three, or five years), index and downside buffer. We also set a performance rate cap on the start date of each Segment. The Index Performance Rate between the Segment Start Date and the Segment Maturity Date, adjusted by any Segment Buffer or Performance Cap Rate, determines the Segment Maturity Value. Enclosed for your review are: 1) Exhibit III which is a glossary of terms related to the Protected Capital Strategies Contract and 2) Exhibit IV which are the current Segment Types we plan to offer at launch.

Index-Linked Crediting at Segment Maturity

There is a contractual guarantee that at Segment Maturity, the index-crediting amount added to or subtracted from the gross amount allocated to that segment (adjusted for withdrawals) will be equal to

(1) the percentage change in the index over the Segment's term, subject to the current growth cap and the Segment Buffer

multiplied by

(2) the initial investment in the Segment, adjusted for any withdrawals

The table below summarizes the calculation of the rate of return at maturity:

If the Index:	The Index-Linked Rate of Return will be:
Goes up by more than the Growth Cap Rate	Equal to the Growth Cap Rate
Goes up less than or equal to the Growth Cap Rate	Equal to the Index Performance Rate
Stays flat or goes down 10% or less / 20% or less / 30% or less (as applicable)	Equal to 0%
Goes down by more than 10% or 20% or 30% (as applicable)	Negative but will not reflect the first 10% or 20% or 30% (as applicable) of downside performance.

Segment Interim Value

Each Segment has an Interim Value that applies prior to Segment Maturity in the event of surrender or the payment of a death benefit. We determine the Interim Value based on (1) the present value of a fixed instrument

that matures on the Segment Maturity Date with a maturity value equal to the Segment Investment discounted from the Segment Maturity Date, using the interest rate associated with that instrument and time to maturity, and (2) the estimate of the potential return (positive or negative) based on the index performance through the Segment Maturity Date. Our methodology for these calculations is included in the Actuarial Basis Memorandum submitted with the filing.

Separate Account

The Protected Investment Option is supported by a separate account in which we maintain assets equal to the reserves and other liabilities under this investment option.

Nonforfeiture Values

Nonforfeiture values for both the traditional Variable Investment Options and the Protected Investment Option are tested in the attached Actuarial Basis Memorandum under the standard applicable to variable annuities. This standard is applicable to the Protected Investment Option because its value varies in relation to equity (or commodity) prices and the index-based account values are supported by a separate account.

Data Page Structure

There will be one set of "base" Data Pages common to both products and two set of "series-specific" Data Pages unique to each variable annuity product. Base Data Pages 2010PCSDP will be issued for each product in all markets, and Data Pages 2010PCSDP-B will be issued only to B-Series clients while Data Page 2010PCSDP-ADV will be issued only to Advisor Series clients.

Differences in Series are shown in **Exhibit II** attached.

Endorsements

Also enclosed for your approval are the following market segment endorsements. The market segment endorsements have been drafted in consultation with our tax and insurance counsel.

Endorsement No.	Applicable to Market Segment
2010NQ-I-PCS	Non-Qualified Contracts
2010IRA-I-PCS	Traditional IRA Contracts
2010ROTH-I-PCS	Roth IRA Contracts

We are also filing Endorsement PCS-MSCI at the request of the Company, MSCI, Inc. The endorsement is a disclosure in which the Company states that it does not sponsor, endorse or promote the product being filed herein, "Protected Capital Strategies," and that it bears no liability with respect to such product or any index on which such product is based.

We hereby request extension of approval of Endorsement 2002IRA-CSTDL which provides for custodial ownership of certain IRAs and was approved on 01/14/2003.

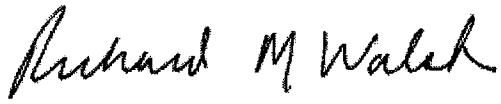
We are also enclosing for your approval application forms. The forms are new and will be used with the forms referenced in this letter. Depending on how ownership of the Contract will be structured, the Contract may be purchased through one of the two application forms described below. The application forms vary by retail and wholesale channels. The retail channel is made up of AXA Equitable career agents while the wholesale channel includes financial planners, banks and brokerage houses.

Application Form Description	Form Number	Distribution Channel
individually owned	2010 PCSI App 01	Retail
entity owned	2010 PCS App 01	
individually owned	2010 PCSI App 02	Wholesale
entity owned	2010 PCS App 02	

In addition, we have enclosed the Actuarial Basis Memorandum and the Description of Illustrative and Variable Text. The required filing fee will be sent by express mail or EFT. We request that information contained in this letter and any attachments hereto be treated as confidential and be exempted from disclosure in accordance with the state's Freedom of Information law or other similar laws, and we be notified prior to any proposed release of this information.

Our planned launch date of this product is August 23, 2010. We would therefore appreciate your approval as soon as possible so that we may take the steps required to implement these policy forms on our systems. We recognize that this is a new and innovative product, so please feel free to contact me at the number referenced below if you have any questions pertaining to this submission. Any questions pertaining to the actuarial information in this filing should be referred to Jeffrey Rait at (212) 314-2944. For any other questions or if you need additional information, you may contact me at (212) 314-3408 or Greg Prato at (212) 314-5710.

Sincerely,



Richard Walsh
Assistant Vice President
Annuity Product Management & Filing
1290 Avenue of the Americas
New York NY 10104 Mail Drop 14-05
Tel: (212) 314-3408
Fax: (212) 314-4824
richard.walsh@axa-equitable.com

EXHIBIT I

Policy Form Listing

The following forms are filed for your approval:

2010PCSBASE-I-A – Individual Variable Annuity – Contract
2010PCSDP - Individual Variable Annuity – Insert Page for Contract
2010PCSDP-B – Individual Variable Annuity – Insert Page for Contract
2010PCSDP-ADV - Individual Variable Annuity – Insert Page for Contract

2010NQ-I-PCS Individual Variable Annuity – Endorsement
2010IRA-I-PCS - Individual Variable Annuity – Endorsement
2010ROTH-I-PCS- Individual Variable Annuity – Endorsement

PCS-MSCI - Individual Variable Annuity – Endorsement

2010 PCSI App 01- Individual Variable Annuity – Application
2010 PCSI App 02 - Individual Variable Annuity – Application
2010 PCS App 01- Individual Variable Annuity – Application
2010 PCS App 02- Individual Variable Annuity – Application

EXHIBIT II

Product Distinctions

The following chart highlights the new AXA Equitable Variable Annuity product-specific features.

Variable Annuity	**B-Series**	**ADV-Series**
Operations Charge	1.20	0.80
Minimum Contributions	$25,000	$25,000
Withdrawal Charge	5-yr (5/5/5/4/3/0)	No Surrender Charge

EXHIBIT III

Glossary of Important Terms for Protected Capital Strategies

Index Performance Rate: The Index Performance Rate is calculated on a Point-to-Point basis. This method compares the change in the index at two distinct points in time, namely the Segment Start Date and the Segment Maturity Date. It is a measure of performance of the elected index during the segment term.

Performance Cap Rate: The highest rate of return, linked to the gain of an index that you can receive on a segment. Performance Cap Rates on the Segment Start Date and will not change for the duration of the Segment. They are determined by a preset formula.

Performance Cap Threshold: A minimum set by the contract owner that represents the lowest Performance Cap Rate at which you wish to be transferred into a specific segment.

Protected Investment Option: An option that permits you to invest in segments, tied to securities or commodities indices, with Segment Maturity terms of 1, 3 or 5 years.

Segment Buffer: The amount of loss in your index segment that AXA Equitable will absorb upon maturity. Choices of Segment Buffers can be -10, -20 or -30% depending on the index and the duration selected.

Segment Maturity Date: The end of the Segment Term, which is generally the same calendar date (the 15th of the month) corresponding to the maturity term of the segment (i.e. Segment Start Date 9/15/10, 3-year Segment Maturity Date 9/16/13.) Note: A Segment Maturity date is not the end of the contract, which is open-ended until age 95.

Segment Rate of Return: Equal to the Index Performance but inclusive of the effect of the Segment Performance Cap and the Segment Buffer.

Segment Type Holding Account: Where money is held, in an EQ/Money Market account, for each specific segment until the segment start date.

Variable Investment Option: In contrast to the Protected Investment Option, you can select one of three investment choices that do not have Segment Types, Segment Buffers or Performance Cap Rates.

Exhibit IV – Segment Types to be available upon launch

SEGMENT TYPE	Segment Duration (Year(s))	Segment Buffer
Index **[S&P 500 Price Return Index**	1 Year	-10%
S&P 500 Price Return Index	3 Year	-10%
S&P 500 Price Return Index	3 Year	-20%
S&P 500 Price Return Index	5 Year	-10%
S&P 500 Price Return Index	5 Year	-20%
S&P 500 Price Return Index	5 Year	-30%
Index **Russell 2000 Price Return Index**	1 Year	-10%
Russell 2000 Price Return Index	3 Year	-10%
Russell 2000 Price Return Index	3 Year	-20%
Russell 2000 Price Return Index	5 Year	-10%
Russell 2000 Price Return Index	5 Year	-20%
Russell 2000 Price Return Index	5 Year	-30%
Index **MSCI EAFE Price Return Index (EAFE Index)**	1 Year	-10%
Index **Gold Market Fixing Ltd. PM Fix Price/USD (Gold Index). [Only available for IRA contracts]**	1 Year	-10%
Index **NYMEX West Texas Intermediate Crude Oil Generic Front-Month Futures (Oil Index)] [Only available for IRA contracts]**	1 Year	-10%

AXA EQUITABLE

redefining / standards

Richard Walsh
Assistant Vice President
Annuity Product Management & Filing

April 28, 2010

Ms. Linda Bird
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company
NAIC No.: 968-62944
FEIN No.: 13-5570651

RE: State Filing No. 45475

Dear Ms. Bird:

Thank you for your note of April 26, 2010.

With respect to the requirements of Regulation 19s 10B this letter serves as our certification of compliance with such Regulation and all applicable requirements of the Arkansas Insurance Department.

We have reviewed Bulletin 15-2009 and hereby provide assurance that the AXA Equitable Life Insurance Company is in compliance with Ark. Code Ann. 23-79-138 as provided by this bulletin.

We have also reviewed and we hereby assure that we comply with regulation 49.

In addition to the above, we have reviewed Arkansas Regulation 6 and hereby provide assurance that the AXA Equitable Life Insurance Company is in compliance with the provisions of such Regulation.

We trust this satisfies your concerns and we look forward to the Department's approval of this filing.

Sincerely,

Richard M. Walsh
Assistant Vice President
AXA Equitable
1290 Avenue of the Americas
New York, NY 10104
Office: (212) 314-3408 Fax: (212) 314-3380
Email: richard.walsh@axa-equitable.com

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
04/15/2010	Supporting Document	Variable Text Memorandum	04/28/2010	VTM - Data Page - For use with Contract Form 2010PCSBASE-I-A2010PCSBASE-I-B (Final).pdf VTM - End - For use with Contract Form No 2010PCSBASE-I-A2010PCSBASE-I-B (Final).pdf Variable Text Memorandum - For Enrollment Forms and Applications 2010 App 01 PCS and 2010 App 01 PCSI (Final).pdf (Superceded) Variable Text Memorandum - For Enrollment Forms and Applications 2010 App 02 PCS and 2010 App 02 PCSI (Final).pdf (Superceded)
04/28/2010	Supporting Document	Response Letter	04/29/2010	AR 04-28-2010 Response Letter.pdf (Superceded)

AXA EQUITABLE LIFE INSURANCE COMPANY
Description of Illustrative and Variable Text
For Enrollment Forms and Applications **2010 App 01 PCS and 2010 App 01 PCSI**

The following comments describe the nature and scope of the illustrative and variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

1. **On pages 1 and 4:** The address, web address and telephone number for our processing office, and the catalog number and page footers of the form should be considered administrative in nature and are subject to change.

2. **On the first and last pages:** The marketing name "Series B" reflects the type of product on the application and is subject to change. We will also offer the product as "Series ADV" when sold through wrap accounts by financial advisors.

3. In **Section 1** the Account Type references the markets (e.g., "Non-Qualified" "Traditional IRA" and "Roth IRA") that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.

4. In **Section 2** the available types of ownership may vary by the type of markets offered.

5. In **Sections 2 and 3** the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.

6. In **Section 5** the available methods of payment may vary by the type of markets offered.

7. In **Section 6** the Segment Type's Investment Options available from AXA Equitable will be listed here and approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Protected and Variable Investment Options pursuant to the terms of the Contract, the list of Investment Options will be changed accordingly.

8. In **Section 6**, if we permit the Owner to specify a minimum Performance Cap Rate Threshold, item II will appear on the application. If we choose to capture this information separately, the (third bullet) instruction will change to "To choose your Performance Cap Threshold, please check the box below and complete the Performance Cap Threshold Form (#145276). The completed form must be submitted along with this application to our Processing Center."

9. In **Section 10** commission options may be added or removed.

AXA EQUITABLE LIFE INSURANCE COMPANY
Description of Illustrative and Variable Text
For Enrollment Forms and Applications **2010 App 02 PCS and 2010 App 02 PCSI**

The following comments describe the nature and scope of the illustrative and variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

1. **On pages 1 and 4:** The address, web address and telephone number for our processing office, and the catalog number and page footers of the form should be considered administrative in nature and are subject to change.

2. **On the first and last pages:** The marketing name "Series B" reflects the type of product on the application and is subject to change. We will also offer the product as "Series ADV" when sold through wrap accounts by financial advisors.

3. In **Section 1** the Account Type references the markets (e.g., "Non-Qualified" "Traditional IRA" and "Roth IRA") that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.

4. In **Section 2** the available types of ownership may vary by the type of markets offered.

5. In **Sections 2 and 3** the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.

6. In **Section 5** the available methods of payment may vary by the type of markets offered.

7. In **Section 6** the Segment Type's Investment Options available from AXA Equitable will be listed here and approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Protected and Variable Investment Options pursuant to the terms of the Contract, the list of Investment Options will be changed accordingly.

8. In **Section 6**, if we permit the Owner to specify a minimum Performance Cap Rate Threshold, item II will appear on the application. If we choose to capture this information separately, the (third bullet) instruction will change to "To choose your Performance Cap Threshold, please check the box below and complete the Performance Cap Threshold Form (#145276). The completed form must be submitted along with this application to our Processing Center."

9. In **Section 10** commission options may be added or removed.

AXA EQUITABLE

redefining / standards

Richard Walsh
Assistant Vice President
Annuity Product Management & Filing

April 28, 2010

Ms. Linda Bird
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company
NAIC No.: 968-62944
FEIN No.: 13-5570651

RE: State Filing No. 45475

Dear Ms. Bird:

Thank you for your note of April 26, 2010.

With respect to the requirements of Regulation 19s 10B this letter serves as our certification of compliance with such Regulation and all applicable requirements of the Arkansas Insurance Department.

We have reviewed Bulletin 15-2009 and hereby provide assurance that the AXA Equitable Life Insurance Company is in compliance with Ark. Code Ann. 23-79-138 as provided by this bulletin.

We have also reviewed and we hereby assure that we comply with regulation 49.

In addition to the above, we have reviewed Arkansas Regulation 6 and hereby provide assurance that the AXA Equitable Life Insurance Company is in compliance with the provisions of such Regulation.

We trust this satisfies your concerns and we look forward to the Department's approval of this filing.

Sincerely,

Richard M. Walsh
Assistant Vice President
AXA Equitable
1290 Avenue of the Americas
New York, NY 10104
Office: (212) 314-3408 Fax: (212) 314-3380
Email: richard.walsh@axa-equitable.com