

SERFF Tracking Number: JACK-126600438 State: Arkansas
 Filing Company: Jackson National Life Insurance Company State Tracking Number: 45620
 Company Tracking Number: 7638 ET AL
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
 Transfer of Assets Endorsement
 Project Name/Number: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
 Transfer of Assets Endorsement/7638 ET AL

Filing at a Glance

Company: Jackson National Life Insurance Company
 Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and Transfer of Assets Endorsement SERFF Tr Num: JACK-126600438 State: Arkansas
 TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable SERFF Status: Closed-Approved- Closed State Tr Num: 45620
 Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: 7638 ET AL State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Julie Hughes, Lynda Neese, Lynne Gerding Disposition Date: 05/12/2010
 Date Submitted: 05/10/2010 Disposition Status: Approved-Closed
 Implementation Date Requested: 06/28/2010 Implementation Date:
 State Filing Description:

General Information

Project Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and Transfer of Assets Endorsement Status of Filing in Domicile: Pending
 Project Number: 7638 ET AL Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Group Market Size:
 Overall Rate Impact: Group Market Type:
 Filing Status Changed: 05/12/2010 Explanation for Other Group Market Type:
 State Status Changed: 05/12/2010
 Deemer Date: Created By: Lynne Gerding
 Submitted By: Lynda Neese Corresponding Filing Tracking Number: 7638
 ET AL

SERFF Tracking Number: JACK-126600438 State: Arkansas
Filing Company: Jackson National Life Insurance Company State Tracking Number: 45620
Company Tracking Number: 7638 ET AL
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and Transfer of Assets Endorsement
Project Name/Number: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and Transfer of Assets Endorsement/7638 ET AL

Filing Description:

Submitted for your approval are the above-referenced guaranteed minimum withdrawal benefit endorsements.

These endorsements are very similar in nature to previously approved endorsements:

New Form Number Similar Form Number Similar Form Approval Date

7638 7635 December 1, 2009

7639 7636 December 1, 2009

The main changes from the previously approved endorsements are:

1. The Bonus percentage increases to 8% from 7%
2. The Contract Anniversary in which the Company reserves the right to increase the GMWB Charge percentage upon Step-Up is changed from the 5th to the 2nd.
3. The GWB, BDB, Bonus Base, 200% and 400% GWB Adjustment, the quarterly adjusted contract values upon Step-Up and the GMWB Death Benefit all include any applicable contract enhancement, both at the time the benefit is elected and/or at the time of a subsequent premium payment.
4. The GAWA% will be re-determined upon step-up based on the attained age of the Owner (if there are Joint Owners, it will be based on the attained age of the oldest Joint Owner) (or the attained age of the youngest Covered Life for form 7639) if the highest Quarterly Contract Value is greater than the Benefit Determination Baseline (BDB) prior to the step-up.
5. Form 7638, the GMWB Charge percentage increased to 1.00% from 0.85% (maximum charge increased to 2.00% from 1.70%).
6. Form 7639, the GMWB Charge percentage increased to 1.30% from 1.05% (maximum change increased to 2.60% from 2.10%).

To aid in your review, redlined copies against the similar approved forms are provided for your reference.

Endorsement 7638 allows the Owner to make periodic partial withdrawals, prior to the Income Date: 1) for the lifetime of the Owner, or, with Joint Owners, the lifetime of the Joint Owner who dies first if the For Life Guarantee is in effect, or 2) if the For Life Guarantee is not in effect until the earlier of the death of the Owner (or any Joint Owner) or until the GWB is depleted, regardless of the performance of the Investment Divisions or level of the Contract Value. The For Life guarantee is effective on the effective date of the endorsement. The guarantee is fully effective if the periodic withdrawals taken within any Contract Year do not exceed the greater of the GAWA or the Required Minimum Distribution (RMD) if applicable. The GAWA% is based on the current age of the oldest Owner. A withdrawal in excess of the GAWA or the RMD will not void the for life guarantee, although, requires reset of the GWB and reduces the guaranteed annual withdrawal amount available under the for life guarantee.

SERFF Tracking Number: JACK-126600438 State: Arkansas
Filing Company: Jackson National Life Insurance Company State Tracking Number: 45620
Company Tracking Number: 7638 ET AL
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
Transfer of Assets Endorsement
Project Name/Number: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
Transfer of Assets Endorsement/7638 ET AL

Upon the death of the Owner or the death of any Joint Owner, while the Contract is still in force, the death benefit payable is guaranteed not to be less than the GMWB death benefit.

Endorsement 7638 requires Company initiated transfers between the elected Contract options and the GMWB Fixed Account in accordance with the Transfer of Assets Methodology. The Owner may not allocate or transfer funds to the GMWB Fixed Account.

Endorsement 7639 allows the Owner to make periodic partial withdrawals, prior to the Income Date: 1) for the lifetime of the last surviving Covered Life if the For Life Guarantee is in effect, or 2) if the For Life Guarantee is not in effect, until the earlier of the death of the Owner or any Joint Owner, the death of the Annuitant on Qualified Custodial Account Contracts, or until the GWB is depleted, regardless of the performance of the Investment Divisions or level of the Contract Value. The For Life guarantee is effective on the effective date of the endorsement. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the GAWA or the RMD. The GAWA% is based on the attained age of the youngest covered life. A withdrawal in excess of the GAWA or the RMD will not void the for life guarantee, although, requires reset of the GWB and reduces the guaranteed annual withdrawal amount available under the for life guarantee.

Upon the death of the Owner or the death of any Joint Owner, while the Contract is still in force, the death benefit payable is guaranteed not to be less than the GMWB death benefit.

Endorsement 7639 requires Company initiated transfers between the elected Contract options and the GMWB Fixed Account in accordance with the Transfer of Assets Methodology. The Owner may not allocate or transfer funds to the GMWB Fixed Account.

These endorsements are strictly optional, and there is an additional charge to the contract value for the benefit provided. The endorsements may be elected at contract issue or upon any contract anniversary after issue. The issue ages are 55–80. The endorsements may be terminated upon any contract anniversary.

These forms will not replace any currently approved forms. These endorsements are designed for use with any individual variable annuity that has been previously approved by your Department and any individual variable annuity form that Jackson National Life Insurance Company may develop and file with your Department for approval in the future.

A readability certification has not been included with this submission as the endorsements are regulated as a security by

SERFF Tracking Number: JACK-126600438 State: Arkansas
Filing Company: Jackson National Life Insurance Company State Tracking Number: 45620
Company Tracking Number: 7638 ET AL
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
Transfer of Assets Endorsement
Project Name/Number: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
Transfer of Assets Endorsement/7638 ET AL

the Securities and Exchange Commission and are not subject to readability requirements.

The forms will be issued by Jackson National Life Insurance Company and the variable annuity contract to which it will be attached is marketed to the general public by appropriately licensed registered representatives through broker/dealers and financial institutions.

These forms were filed in Michigan, our state of domicile on May 10, 2010. To the best of our knowledge and belief the provisions comply with applicable laws and regulations of your jurisdiction. With regard to Regulation 19, Jackson National Life hereby certifies that we do NOT discriminate based on sex in the sale of insurance. We certify that Jackson complies with A.C.A. Statute 23-79-138 and Regulation 49 by providing the required disclosures at time of contract issue.

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

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

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

Company and Contact

Filing Contact Information

Lynda Neese, Manager pd&sf@jackson.com
1 Corporate Way 800-317-7989 [Phone]
Lansing, MI 48909 517-706-5522 [FAX]

Filing Company Information

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

SERFF Tracking Number: JACK-126600438 State: Arkansas
 Filing Company: Jackson National Life Insurance Company State Tracking Number: 45620
 Company Tracking Number: 7638 ET AL
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
 Transfer of Assets Endorsement
 Project Name/Number: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
 Transfer of Assets Endorsement/7638 ET AL

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form - 2 forms
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Jackson National Life Insurance Company	\$100.00	05/10/2010	36358053

SERFF Tracking Number: JACK-126600438 State: Arkansas
Filing Company: Jackson National Life Insurance Company State Tracking Number: 45620
Company Tracking Number: 7638 ET AL
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
Transfer of Assets Endorsement
Project Name/Number: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
Transfer of Assets Endorsement/7638 ET AL

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	05/12/2010	05/12/2010

SERFF Tracking Number: JACK-126600438 State: Arkansas
Filing Company: Jackson National Life Insurance Company State Tracking Number: 45620
Company Tracking Number: 7638 ET AL
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
Transfer of Assets Endorsement
Project Name/Number: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
Transfer of Assets Endorsement/7638 ET AL

Disposition

Disposition Date: 05/12/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: JACK-126600438 State: Arkansas
 Filing Company: Jackson National Life Insurance Company State Tracking Number: 45620
 Company Tracking Number: 7638 ET AL
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and Transfer of Assets Endorsement
 Project Name/Number: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and Transfer of Assets Endorsement/7638 ET AL

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Redlined Forms Against Similar Approved Forms 7635 and 7636		Yes
Form	For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and Transfer of Assets Endorsement		Yes
Form	Joint For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and Transfer of Assets Endorsement		Yes

SERFF Tracking Number: JACK-126600438 State: Arkansas
 Filing Company: Jackson National Life Insurance Company State Tracking Number: 45620
 Company Tracking Number: 7638 ET AL
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and Transfer of Assets Endorsement
 Project Name/Number: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and Transfer of Assets Endorsement/7638 ET AL

Form Schedule

Lead Form Number: 7638

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	7638	Policy/Cont	For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Certificate: Guaranteed Amendment, Insert Page, Endorsement or Rider	Initial		0.000	7638 Endorsement 05-06-10.pdf
	7639	Policy/Cont	Joint For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Amendment, Insert Page, Endorsement or Rider	Initial		0.000	7639 Endorsement 05-06-10.pdf

ENDORSEMENT

**FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT
WITH BONUS, GUARANTEED WITHDRAWAL BALANCE ADJUSTMENT,
ANNUAL STEP-UP AND TRANSFER OF ASSETS**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date of the Contract, unless another effective date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control.

PLEASE NOTE: THIS ENDORSEMENT CONTAINS A TRANSFER OF ASSETS PROVISION WHICH WILL AUTOMATICALLY TRANSFER FUNDS TO AND FROM THE INVESTMENT DIVISIONS/PORTFOLIOS AND FIXED ACCOUNT OPTIONS/GUARANTEED OPTIONS IN ACCORDANCE WITH THE FORMULAS SPECIFIED IN THE ATTACHED TRANSFER OF ASSETS METHODOLOGY.

AS STATED IN YOUR CONTRACT: THE COMPANY RESERVES THE RIGHT TO REFUSE ANY PREMIUM PAYMENT.

THE OWNER(S) MAY NOT BE CHANGED WHILE THIS ENDORSEMENT IS IN EFFECT EXCEPT IN THE FOLLOWING LIMITED CIRCUMSTANCES:

THE OWNER(S) MAY CHANGE OWNERSHIP OF THE CONTRACT FROM A NATURAL PERSON TO A TRUST (IF THE OWNER(S) AND THE ANNUITANT(S) ARE THE SAME PERSON) OR FROM A NON-NATURAL PERSON TO ANOTHER NON-NATURAL PERSON OR TO THE ANNUITANT, PROVIDED THAT THESE TYPES OF OWNERSHIP CHANGES DO NOT CONSTITUTE A TAXABLE EVENT AS DEFINED BY THE INTERNAL REVENUE CODE. THE ANNUITANT(S) THEREAFTER CANNOT BE CHANGED.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Please note that due to Your selection of this Guaranteed Minimum Withdrawal Benefit, You cannot make any allocations to the 3-Year, 5-Year or 7-Year Fixed Account Option or to the Indexed Fixed Option, if available under Your Contract.

Guaranteed Minimum Withdrawal Benefit (GMWB) Charge:

On a quarterly basis, the charge equals [0.2500]% of the Guaranteed Withdrawal Balance (GWB) and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB. Upon step-up on or after the [2nd] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB Charge percentage, subject to a maximum GMWB Charge percentage, on a quarterly basis, of [0.5000]%.

The GMWB Charge will be discontinued upon the earlier of the termination of this benefit or the date on which the Contract Value equals zero.

Premium(s):

The Owner may not allocate premium to the GMWB Fixed Account."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"[200%] GWB ADJUSTMENT DATE. The later of (a) the Contract Anniversary on or immediately following the Owner's (if Joint Owners, the oldest Owner's) [70th] birthday, or (b) the [10th] Contract Anniversary following the effective date of this endorsement.

[400%] GWB ADJUSTMENT DATE. The [20th] Contract Anniversary following the effective date of this endorsement.

BENEFIT DETERMINATION BASELINE (BDB). The value used to determine whether the GAWA% will increase upon step-up.

BONUS PERIOD. The Bonus Period begins on the effective date of this endorsement and will re-start at the time the bonus base is increased due to a step-up if the step-up occurs on or before the Contract Anniversary immediately following the Owner's (if Joint Owners, the oldest Owner's) [80th] birthday. The Bonus Period ends on the earlier of (a) the [10th] Contract Anniversary following the beginning of the most recent Bonus Period, or (b) the date on which the Contract Value falls to zero as the result of a partial withdrawal or deduction of charges.

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

CONTRACT MONTHLY ANNIVERSARY. Each one-month anniversary of the Issue Date.

CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

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

GUARANTEED ANNUAL WITHDRAWAL AMOUNT (GAWA). The maximum amount the Owner is allowed to withdraw each Contract Year, subject to the Required Minimum Distribution exception stated in this endorsement, for the guarantee to remain fully effective.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT PERCENTAGE (GAWA%). The percentage upon which the GAWA is based.

GMWB FIXED ACCOUNT. A Contract account to and from which amounts will be transferred in accordance with the Transfer of Assets provision.

GMWB FIXED ACCOUNT CONTRACT VALUE. The sum of all amounts transferred to the GMWB Fixed Account under the Contract, plus all interest credited to the GMWB Fixed Account, adjusted for withdrawals (including any applicable charges and adjustments for such withdrawals), transfers and charges.

GMWB FIXED ACCOUNT INTEREST RATE. The rate of interest established by the Company, in its sole discretion, less any charges due under any optional endorsements to the Contract.

GUARANTEED WITHDRAWAL BALANCE (GWB). The value upon which the GMWB Charge and other GMWB values are based.

REQUIRED MINIMUM DISTRIBUTION (RMD). For certain qualified contracts, the Required Minimum Distribution is the amount defined by the Internal Revenue Code and the implementing regulations as the minimum distribution requirement that applies to this Contract only. For purposes of this endorsement, this definition excludes any withdrawal necessary to satisfy the minimum distribution requirements of the Internal Revenue Code if the Contract is purchased with contributions from a nontaxable transfer after the death of the owner of a qualified contract."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT VALUE. The Contract Value equals the sum of the Separate Account Contract Value, the Fixed/Guaranteed Account Contract Value and the GMWB Fixed Account Contract Value."

4) The **GENERAL PROVISIONS: DEFERMENT OF PAYMENTS** provision of the Contract is amended by the addition of the following:

"The Company may defer payment from a GMWB Fixed Account for a period not exceeding six (6) months. Deferral for the six (6) month period will be made only if We make a written request and receive written approval from the regulatory official of the Issue State. Subject to state requirements, interest will be credited during such deferred period."

5) The **ACCUMULATION PROVISIONS** of the Contract is amended by the addition of the following:

"GMWB FIXED ACCOUNT. Amounts transferred to the GMWB Fixed Account will earn interest at the GMWB Fixed Account Interest Rate (or the applicable Fixed Account Minimum Interest Rate, if greater). The rate initially declared for each transfer to the GMWB Fixed Account will remain in effect for a period not less than one year, so long as such amount remains in the GMWB Fixed Account. GMWB Fixed Account Interest Rates for subsequent periods may be higher or lower than the GMWB Fixed Account Interest Rates previously declared by the Company."

6) The following language is added to the **WITHDRAWAL PROVISIONS** of the Contract:

"FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT. The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date: 1) for the lifetime of the Owner, or, with Joint Owners, the lifetime of the Joint Owner who dies first if the For Life Guarantee is in effect, or 2) if the For Life Guarantee is not in effect, until the earlier of the death of the Owner (or any Joint Owner) or until the GWB is depleted, regardless of the performance of the Investment Divisions/Portfolios or level of the Contract Value. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the GAWA or the RMD. Withdrawals under the GMWB are non-cumulative; therefore if the Owner does not take the GAWA or the RMD in one year, the Owner may not take more than the greater of the GAWA or the RMD as a guaranteed withdrawal in subsequent years. On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically "step up" to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

The withdrawals made under this endorsement are considered to be the same as any other partial withdrawals for the purposes of calculating any other values under the Contract or any other endorsements attached to the Contract.

For purposes of this endorsement, partial withdrawals are considered to be the entire amount withdrawn from the Contract, including any applicable charges and adjustments for such withdrawals.

A partial withdrawal in excess of the Withdrawal Value (if applicable) will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. A partial withdrawal in excess of the Contract Value will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. In this case, the Contract Value will be set to zero and the Contract Value Reduces to Zero provision will apply.

If the age of any Owner is incorrectly stated at the time of the election of the GMWB, on the date the misstatement is discovered the GWB and GAWA will be recalculated based on the GAWA% applicable at the correct age. If the age at election of the Owner (if Joint Owners, the oldest Joint Owner) falls outside the allowable age range, the GMWB will be null and void and all GMWB Charges will be refunded.

Assessment of GMWB Charge.

The GMWB Charge is as specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value, the Fixed/Guaranteed Account Contract Value, and the GMWB Fixed Account Contract Value. GMWB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMWB Charge will not affect the value of the Accumulation Units. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge.

Guaranteed Withdrawal Balance.

On the effective date of this endorsement, the GWB is determined as follows and is subject to a maximum of [\$5,000,000.00]:

1. If elected as of the Issue Date of the Contract, the GWB equals the initial Premium, net of any applicable premium taxes, plus any Contract Enhancement.
2. If elected after the Issue Date of the Contract, the GWB equals the Contract Value on the effective date of this endorsement.

With each subsequent Premium received after this endorsement is effective, the GWB will be recalculated to equal the GWB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to the maximum shown above.

With each partial withdrawal, the GWB is reduced. If You choose to withdraw an amount that exceeds the greater of the GAWA or the RMD during any Contract Year, the GWB may be reduced by an amount greater than the partial withdrawal.

Partial withdrawals will affect the GWB as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

Guaranteed Annual Withdrawal Amount.

The GAWA% is the percentage upon which the GAWA is based and is defined in the table below:

Attained Age	GAWA%
55-74	5%
75-84	6%
85+	7%

The GAWA% is determined at the earlier of: 1) the time of the first withdrawal, 2) the date that the Contract Value reduces to zero, 3) the date that the GMWB endorsement is continued by a spousal Beneficiary, or 4) upon election of the Life Income of the GAWA Income Option. The GAWA% is based on the Owner's attained age at the time of determination (if there are Joint Owners, it is based on the attained age of the oldest Joint Owner). The GAWA is equal to the GAWA% multiplied by the GWB at the time of determination.

With each subsequent Premium received after the GAWA% is determined, the GAWA will be recalculated to equal the GAWA prior to the Premium payment plus the GAWA% multiplied by the subsequent Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, or the GAWA% multiplied by the increase in the GWB, if less.

Partial withdrawals will affect the GAWA as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GAWA will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.

At the end of each Contract Year after the GAWA has been determined, if the For Life Guarantee is not effective and the GWB is less than the GAWA, the GAWA is set equal to the GWB.

Benefit Determination Baseline.

On the effective date of this endorsement, the BDB is determined as follows:

1. If the effective date of this endorsement is the Issue Date of the Contract, the BDB equals the initial Premium, net of any applicable premium taxes, plus any Contract Enhancement.
2. If the effective date of this endorsement is after the Issue Date of the Contract, the BDB equals the Contract Value on the effective date of this endorsement.

With each subsequent Premium received after this endorsement is effective, the BDB will be recalculated to equal the BDB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment.

No adjustment is made to the BDB for partial withdrawals.

Guaranteed Withdrawal Balance Bonus.

A bonus will be applied to the GWB at the end of each Contract Year during the Bonus Period if no withdrawals are taken during that Contract Year.

At the time the bonus is applied:

1. The GWB equals the GWB prior to the application of the bonus plus [8%] of the bonus base, subject to a maximum of [\$5,000,000.00].
2. If the bonus is applied after the GAWA% has been determined, the GAWA is the greater of:
 - a. the GAWA% multiplied by the new GWB; or
 - b. the GAWA prior to the bonus.

The bonus base is determined as follows:

On the effective date of this endorsement, the bonus base is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the bonus base will be recalculated to equal the bonus base prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the bonus base as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the bonus base will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the bonus base is set equal to the lesser of the GWB following the partial withdrawal or the bonus base prior to the partial withdrawal.

If the Owner has elected to discontinue the automatic step-ups together with the application of the bonus, the bonus will no longer be applied to the GWB. However, adjustments to the bonus base due to partial withdrawals and subsequent Premiums will continue as described.

If the Owner elects to reinstate the automatic step-ups together with the application of the bonus, the Bonus Period will not automatically re-start upon reinstatement. The Bonus Period will re-start at the time the bonus base is increased due to a step-up if the step-up occurs on or before the Contract Anniversary immediately following the Owner's (if Joint Owners, the oldest Owner's) [80th] birthday. Bonuses may no longer apply if the reinstatement takes effect after the end of the Bonus Period. Reinstatement will not result in retroactive adjustment to the GWB for bonuses that would have occurred had the GWB Bonus provision not been discontinued.

The GWB Bonus provision is terminated on the date the Contract Value is reduced to zero, the date the GMWB endorsement is terminated, or the date the GMWB endorsement is continued by a spousal Beneficiary.

[200%] Guaranteed Withdrawal Balance Adjustment.

If no withdrawals are taken on or prior to the [200%] GWB Adjustment Date, the [200%] GWB adjustment is applied to the GWB on the [200%] GWB Adjustment Date.

At the time the [200%] GWB adjustment is applied, the GWB will be set equal to the greater of the current GWB or the [200%] GWB adjustment, subject to a maximum of [\$5,000,000.00]. Neither the Guaranteed Withdrawal Balance Bonus base nor the GMWB death benefit will be adjusted at the time the [200%] GWB adjustment is applied.

The [200%] GWB adjustment is determined as follows:

On the effective date of this endorsement, the [200%] GWB adjustment is equal to [200%] of the GWB, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received after this endorsement is effective and prior to the first Contract Anniversary following the effective date of this endorsement, the [200%] GWB adjustment is recalculated to equal the [200%] GWB adjustment prior to the Premium payment plus [200%] of the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received on or after the first Contract Anniversary following the effective date of this endorsement, the [200%] GWB adjustment is recalculated to equal the [200%] GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

The [200%] GWB Adjustment provision is terminated on the [200%] GWB Adjustment Date, the date the Contract Value is reduced to zero, the date this GMWB endorsement is terminated, or the date this GMWB endorsement is continued by a spousal Beneficiary.

[400%] Guaranteed Withdrawal Balance Adjustment.

If no withdrawals are taken on or prior to the [400%] GWB Adjustment Date, the [400%] GWB adjustment is applied to the GWB on the [400%] GWB Adjustment Date.

At the time the [400%] GWB adjustment is applied, the GWB will be set equal to the greater of the current GWB or the [400%] GWB adjustment, subject to a maximum of [\$5,000,000.00]. Neither the Guaranteed Withdrawal Balance Bonus base nor the GMWB death benefit will be adjusted at the time the [400%] GWB adjustment is applied.

The [400%] GWB adjustment is determined as follows:

On the effective date of this endorsement, the [400%] GWB adjustment is equal to [400%] of the GWB, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received after this endorsement is effective and prior to the first Contract Anniversary following the effective date of this endorsement, the [400%] GWB adjustment is recalculated to equal the [400%] GWB adjustment prior to the Premium payment plus [400%] of the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received on or after the first Contract Anniversary following the effective date of this endorsement, the [400%] GWB adjustment is recalculated to equal the [400%] GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

The [400%] GWB Adjustment provision is terminated on the [400%] GWB Adjustment Date, the date the Contract Value is reduced to zero, the date this GMWB endorsement is terminated, or the date this GMWB endorsement is continued by a spousal Beneficiary.

For Life Guarantee.

The For Life Guarantee becomes effective on the effective date of this endorsement.

The For Life Guarantee is terminated when this GMWB endorsement is terminated or if this GMWB endorsement is continued by a spousal Beneficiary.

Contract Value Reduces to Zero.

If the Contract Value is reduced to zero, all other rights under the Contract cease, no subsequent Premium payments will be accepted, all other endorsements are terminated without value, and Spousal Continuation is not available upon the death of the Owner or the death of any Joint Owner. The Bonus Period is terminated and no further bonuses are applied, the [200%] and [400%] GWB Adjustment provisions are terminated, and the GMWB Death Benefit provision is terminated.

If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or oldest Joint Owner's) attained age at the time the Contract Value falls to zero and the GAWA will be equal to the GAWA% multiplied by the GWB.

If the For Life Guarantee is effective, the Owner will receive annual payments of the GAWA until the death of the Owner or the death of any Joint Owner.

If the For Life Guarantee is not effective, the Owner will receive annual payments of the GAWA until the earlier of the depletion of the GWB or death of the Owner or the death of any Joint Owner. With each payment, the GWB is reduced by the amount of the payment until the GWB is depleted. The last payment will not exceed the remaining GWB at the time of payment.

Subject to the Company's approval, the Owner may elect to receive payments more frequently than annually. However, the sum of the payments made during the year may not exceed the annual payment amount described above.

Upon the death of the Owner or the death of any Joint Owner, all payments will cease. No death benefit or Earnings Protection Benefit will apply.

Guaranteed Withdrawal Balance Step-Up.

On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically step up to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

Upon step-up on or after the [2nd] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to prospectively increase the GMWB Charge percentage, subject to the maximum GMWB Charge percentage indicated in this endorsement. You will be notified in advance of a GMWB Charge percentage increase and You may elect to discontinue the automatic step-ups. Election to discontinue the automatic step-ups will also discontinue the application of the GWB bonus. You may subsequently elect to reinstate the GWB Step-Up provision together with the GWB Bonus provision at the then current GMWB Charge percentage. All requests will be effective on the Contract Anniversary following receipt of the request in Good Order. Reinstatement will not result in retroactive adjustment to the GWB for step-ups that would have occurred had the automatic step-up provision not been discontinued.

The highest quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the step-up is determined.

The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any Premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

Partial withdrawals will affect the quarterly adjusted Contract Value as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

At the time of step-up:

1. The GWB is set equal to the highest quarterly Contract Value, subject to a maximum of [\$5,000,000.00].
2. The bonus base will automatically step up to the new GWB if the new GWB is greater than the bonus base.
3. The BDB equals the greater of:
 - a. the highest quarterly Contract Value; or
 - b. the BDB prior to the step-up.

If the step-up occurs after the GAWA% is determined:

1. If the highest quarterly Contract Value is greater than the BDB prior to the step-up and the For Life Guarantee is still in effect, the GAWA% is re-determined based on the attained age of the Owner (if there are Joint Owners, it will be based on the attained age of the oldest Joint Owner.)
2. The GAWA is the greater of:
 - a. the GAWA% (as re-determined, if applicable) multiplied by the new GWB; or
 - b. the GAWA prior to the step-up.

Transfer of Assets.

The GMWB requires transfers between the elected Contract Options and the GMWB Fixed Account in accordance with the formulas defined in the attached Transfer of Assets Methodology.

Amounts transferred to the GMWB Fixed Account will be transferred from each Investment Division/Portfolio and Fixed Account Option/Guaranteed Option in proportion to their current value.

Amounts transferred from the GMWB Fixed Account will be allocated to the Investment Divisions/Portfolios and Fixed Account Options/Guaranteed Options according to Your most recent allocation instructions on file with the Company.

These automatic transfers will not count against the [15] free transfers in a Contract Year."

7) The following **WITHDRAWAL PROVISIONS** in the Contract are amended as follows:

"Unless otherwise specified, the withdrawal will be made from each Investment Division/Portfolio, each Fixed Account Option/Guaranteed Option and the GMWB Fixed Account in proportion to their current value. The percentage of a withdrawal taken from the GMWB Fixed Account cannot exceed the ratio of the GMWB Fixed Account Contract Value to the Contract Value. Withdrawals will be based on values at the end of the Business Day on which the request for withdrawal is received in Good Order at the Service Center.

Although Additional Free Withdrawals reduce Contract Value in the Investment Divisions/Portfolios, Fixed Account Options/Guaranteed Options and GMWB Fixed Account, they do not reduce Remaining Premium."

8) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"Upon the death of the Owner or the death of any Joint Owner, while the Contract is still in force, the death benefit payable is guaranteed not to be less than the GMWB death benefit.

Upon continuation of the Contract by a spousal Beneficiary, the spouse may elect to terminate the GMWB on the Continuation Date and thereafter no GMWB Charge will be assessed. If the spouse does not make such election on the Continuation Date, the GMWB will remain in force.

If the GMWB is continued by the spouse, the GMWB death benefit will not be included in any applicable Continuation Adjustment. The For Life Guarantee, Guaranteed Withdrawal Balance Bonus, [200%] and [400%] Guaranteed Withdrawal Balance Adjustment, and GMWB Death Benefit provisions will no longer be effective and the GAWA% will not change on future step-ups. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the original Owner's (or oldest Joint Owner's) attained age at the time of death and the GAWA will be equal to the GAWA% multiplied by the GWB. No other adjustments will be made to the GWB or the GAWA at the time of such continuation. Step-ups will continue automatically or as permitted in accordance with the rules described under the Guaranteed Withdrawal Balance Step-Up provision. Contract Anniversaries will continue to be based on the anniversary of the original Contract's Issue Date and the effective date of this endorsement will continue to be the original endorsement effective date.

GMWB Death Benefit.

On the effective date of this endorsement, the GMWB death benefit is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the GMWB death benefit is recalculated to equal the GMWB death benefit prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the GMWB death benefit as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GMWB death benefit is equal to the greater of:
 - a. the GMWB death benefit prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GMWB death benefit is equal to the greater of:
 - a. the GMWB death benefit prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

The GMWB death benefit will terminate on the date the Contract Value equals zero or upon the date the Contract is continued by a spousal Beneficiary."

9) The following language is added to the **INCOME PROVISIONS** of the Contract:

"On the Latest Income Date if the For Life Guarantee is in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:

Life Income of the GAWA. The Owner is entitled to receive payments of a fixed dollar amount payable during the lifetime of the Owner. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option. This amount will be paid in the frequency (not less than annually) that the Owner elects. No further annuity payments are payable after the death of the Owner, and there is no provision for a death benefit payable to the Beneficiary. Therefore, it is possible for only one annuity payment to be made under this Income Option if the Owner has an early death. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or the oldest Joint Owner's) attained age at the time of election of this Income Option and the GAWA will be equal to the GAWA% multiplied by the GWB.

On the Latest Income Date if the For Life Guarantee is not in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:

Specified Period Income of the GAWA. The Owner is entitled to receive payments of a fixed dollar amount for a stated number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. Upon each payment, the GWB will be reduced by the payment amount. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option, but will not exceed the remaining GWB. This amount will be paid over the determined number of years in the frequency (not less than annually) that the Owner elects. If, at the death of the Owner, payments have been made for less than the stated number of years, the remaining payments will be made to the Beneficiary. This option may not be available on certain Qualified Plans."

TERMINATION OF THE GMWB. The GMWB will terminate, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge, and all benefits under this endorsement will cease on the earlier of:

1. the Contract Anniversary following receipt of the Owner's request for termination in Good Order;
2. the date the Owner elects to receive income payments under the Contract;
3. the Latest Income Date;
4. the date of a full surrender;
5. the date upon which the Contract terminates because the Owner or any Joint Owner dies, unless continued by the spouse;
6. the Continuation Date if the spousal Beneficiary elects to terminate the GMWB; and
7. the date upon which all obligations for payment under this endorsement have been satisfied after the Contract has been terminated.

If the GMWB is terminated and the Contract remains in force, the GMWB Fixed Account Contract Value will be transferred to the Investment Divisions/Portfolios and Fixed Account Options/Guaranteed Options according to Your most recent allocation instructions on file with the Company.

Endorsement effective date (if different from Issue Date of the Contract): _____

**Signed for the
Jackson National Life Insurance Company**



A handwritten signature in black ink, enclosed in large square brackets. The signature is stylized and appears to be a cursive representation of a name, possibly 'Charles R. ...'. The signature is positioned between the company name above and the title below.

President and Chief Executive Officer

JACKSON NATIONAL LIFE INSURANCE COMPANY
For Life Guaranteed Minimum Withdrawal Benefit With Bonus,
Guaranteed Withdrawal Balance Adjustment and Annual Step-Up
Transfer of Assets Methodology

On each Contract Monthly Anniversary, transfers to or from the GMWB Fixed Account will be determined based on the formulas defined below.

Liability = GAWA x annuity factor

If the GAWA% has not yet been determined, the GAWA used in the Liability calculation will be based on the GAWA% corresponding to the Owner's (or oldest Joint Owner's) attained age at the time the Liability is calculated, multiplied by the GWB at that time.

The table of annuity factors is set at election of this endorsement and does not change.

Ratio = (Liability – GMWB Fixed Account Contract Value) ÷ (Separate Account Contract Value + Fixed/Guaranteed Account Contract Value)

If the sum of the Separate Account Contract Value and the Fixed/Guaranteed Account Contract Value is equal to zero, the Ratio will not be calculated.

The indicated transfer amount is determined as follows:

If the Ratio is less than the lower breakpoint of [77%] or if the GMWB Fixed Account Contract Value is greater than the Liability and all funds are allocated to the GMWB Fixed Account, the amount indicated for transfer from the GMWB Fixed Account is equal to the lesser of:

1. The GMWB Fixed Account Contract Value; or
2. $(\text{GMWB Fixed Account Contract Value} + [80\%] \times (\text{Separate Account Contract Value} + \text{Fixed/Guaranteed Account Contract Value}) - \text{Liability}) \div (1-[80\%])$.

If the Ratio is greater than the upper breakpoint of [83%], the amount indicated for transfer to the GMWB Fixed Account is equal to the lesser of:

1. Separate Account Contract Value + Fixed/Guaranteed Account Contract Value; or
2. $(\text{Liability} - \text{GMWB Fixed Account Contract Value} - [80\%] \times (\text{Separate Account Contract Value} + \text{Fixed/Guaranteed Account Contract Value})) \div (1-[80\%])$.

Otherwise, no transfer is indicated.

If the transfer, if any, indicated by the above procedure would result in the GMWB Fixed Account Contract Value exceeding [90%] of the Contract Value, then the actual transfer will be such that exactly [90%] of the Contract Value is allocated to the GMWB Fixed Account. Otherwise, the indicated transfer will be the actual transfer.

ENDORSEMENT

**JOINT FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT
WITH BONUS, GUARANTEED WITHDRAWAL BALANCE ADJUSTMENT,
ANNUAL STEP-UP AND TRANSFER OF ASSETS**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date of the Contract, unless another effective date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control.

PLEASE NOTE: THIS ENDORSEMENT CONTAINS A TRANSFER OF ASSETS PROVISION WHICH WILL AUTOMATICALLY TRANSFER FUNDS TO AND FROM THE INVESTMENT DIVISIONS/PORTFOLIOS AND FIXED ACCOUNT OPTIONS/GUARANTEED OPTIONS IN ACCORDANCE WITH THE FORMULAS SPECIFIED IN THE ATTACHED TRANSFER OF ASSETS METHODOLOGY.

AS STATED IN YOUR CONTRACT: THE COMPANY RESERVES THE RIGHT TO REFUSE ANY PREMIUM PAYMENT.

THE OWNER(S) MAY NOT BE CHANGED WHILE THIS ENDORSEMENT IS IN EFFECT EXCEPT IN THE FOLLOWING LIMITED CIRCUMSTANCES:

FOR NON-QUALIFIED CONTRACTS THE OWNER(S) MAY CHANGE OWNERSHIP OF THE CONTRACT FROM A NATURAL PERSON TO A TRUST (IF THE OWNER(S) AND THE ANNUITANT(S) ARE THE SAME PERSON) OR FROM A NON-NATURAL PERSON TO ANOTHER NON-NATURAL PERSON OR TO THE ANNUITANT, PROVIDED THAT THESE TYPES OF OWNERSHIP CHANGES DO NOT CONSTITUTE A TAXABLE EVENT AS DEFINED BY THE INTERNAL REVENUE CODE. THE ANNUITANT(S) THEREAFTER CANNOT BE CHANGED.

FOR QUALIFIED CUSTODIAL ACCOUNT CONTRACTS, A CUSTODIAL OWNER MAY CHANGE OWNERSHIP OF THE CONTRACT TO ANOTHER CUSTODIAL OWNER, OR TO THE CONTRACT'S ANNUITANT. IF THE OWNERSHIP OF THE CONTRACT IS CHANGED TO THE ANNUITANT, THE OWNER MUST DESIGNATE THE CONTINGENT ANNUITANT AS THE SPOUSAL BENEFICIARY PROVIDED SUCH DESIGNATION OCCURS AT THE SAME TIME THE OWNERSHIP CHANGE IS REQUESTED. THE ANNUITANT(S) THEREAFTER CANNOT BE CHANGED.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Please note that due to Your selection of this Guaranteed Minimum Withdrawal Benefit, You cannot make any allocations to the 3-Year, 5-Year or 7-Year Fixed Account Option or to the Indexed Fixed Option, if available under Your Contract.

Guaranteed Minimum Withdrawal Benefit (GMWB) Charge:

On a quarterly basis, the charge equals [0.3250]% of the Guaranteed Withdrawal Balance (GWB) and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB. Upon step-up on or after the [2nd] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB Charge percentage, subject to a maximum GMWB Charge percentage, on a quarterly basis, of [0.6500]%.

The GMWB Charge will be discontinued upon the earlier of the termination of this benefit or the date on which the Contract Value equals zero.

Premium(s):

The Owner may not allocate premium to the GMWB Fixed Account."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"[200%] GWB ADJUSTMENT DATE. The later of (a) the Contract Anniversary on or immediately following the youngest Covered Life's [70th] birthday, or (b) the [10th] Contract Anniversary following the effective date of this endorsement.

[400%] GWB ADJUSTMENT DATE. The [20th] Contract Anniversary following the effective date of this endorsement.

BENEFIT DETERMINATION BASELINE (BDB). The value used to determine whether the GAWA% will increase upon step-up.

BONUS PERIOD. The Bonus Period begins on the effective date of this endorsement and will re-start at the time the bonus base is increased due to a step-up if the step-up occurs on or before the Contract Anniversary immediately following the youngest Covered Life's [80th] birthday. The Bonus Period ends on the earlier of (a) the [10th] Contract Anniversary following the beginning of the most recent Bonus Period, or (b) the date on which the Contract Value falls to zero as the result of a partial withdrawal or deduction of charges.

CONTINGENT ANNUITANT. The natural person that is designated as one of the Covered Lives on a Qualified Custodial Account Contract only. Any reference to the Annuitant does not include any Contingent Annuitant.

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

CONTRACT MONTHLY ANNIVERSARY. Each one-month anniversary of the Issue Date.

CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

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

COVERED LIFE. On Qualified Plan contracts, the Owner and the primary spousal Beneficiary named as of the effective date of this endorsement will each be considered a Covered Life. On Qualified Custodial Account Contracts, the Annuitant and the spousal Contingent Annuitant named as of the effective date of this endorsement will each be considered a Covered Life. On Nonqualified Plan contracts, the spousal Joint Owners will each be considered a Covered Life. The Covered Lives may not be subsequently changed.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT (GAWA). The maximum amount the Owner is allowed to withdraw each Contract Year, subject to the Required Minimum Distribution exception stated in this endorsement, for the guarantee to remain fully effective.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT PERCENTAGE (GAWA%). The percentage upon which the GAWA is based.

GMWB FIXED ACCOUNT. A Contract account to and from which amounts will be transferred in accordance with the Transfer of Assets provision.

GMWB FIXED ACCOUNT CONTRACT VALUE. The sum of all amounts transferred to the GMWB Fixed Account under the Contract, plus all interest credited to the GMWB Fixed Account, adjusted for withdrawals (including any applicable charges and adjustments for such withdrawals), transfers and charges.

GMWB FIXED ACCOUNT INTEREST RATE. The rate of interest established by the Company, in its sole discretion, less any charges due under any optional endorsements to the Contract.

GUARANTEED WITHDRAWAL BALANCE (GWB). The value upon which the GMWB Charge and other GMWB values are based.

QUALIFIED CUSTODIAL ACCOUNT CONTRACT. A Qualified Plan contract (including Roth IRAs) with a custodial Owner and Beneficiary.

REQUIRED MINIMUM DISTRIBUTION (RMD). For certain qualified contracts, the Required Minimum Distribution is the amount defined by the Internal Revenue Code and the implementing regulations as the minimum distribution requirement that applies to this Contract only. For purposes of this endorsement, this definition excludes any withdrawal necessary to satisfy the minimum distribution requirements of the Internal Revenue Code if the Contract is purchased with contributions from a nontaxable transfer after the death of the owner of a qualified contract."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT VALUE. The Contract Value equals the sum of the Separate Account Contract Value, the Fixed/Guaranteed Account Contract Value and the GMWB Fixed Account Contract Value."

4) The **GENERAL PROVISIONS: DEFERMENT OF PAYMENTS** provision of the Contract is amended by the addition of the following:

"The Company may defer payment from a GMWB Fixed Account for a period not exceeding six (6) months. Deferral for the six (6) month period will be made only if We make a written request and receive written approval from the regulatory official of the Issue State. Subject to state requirements, interest will be credited during such deferred period."

5) The **ACCUMULATION PROVISIONS** of the Contract is amended by the addition of the following:

"GMWB FIXED ACCOUNT. Amounts transferred to the GMWB Fixed Account will earn interest at the GMWB Fixed Account Interest Rate (or the applicable Fixed Account Minimum Interest Rate, if greater). The rate initially declared for each transfer to the GMWB Fixed Account will remain in effect for a period not less than one year, so long as such amount remains in the GMWB Fixed Account. GMWB Fixed Account Interest Rates for subsequent periods may be higher or lower than the GMWB Fixed Account Interest Rates previously declared by the Company."

6) The following language is added to the **WITHDRAWAL PROVISIONS** of the Contract:

"FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT. The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date: 1) for the lifetime of the last surviving Covered Life if the For Life Guarantee is in effect, or 2) if the For Life Guarantee is not in effect, until the earlier of the death of the Owner or any Joint Owner, the death of the Annuitant on Qualified Custodial Account Contracts, or until the GWB is depleted, regardless of the performance of the Investment Divisions/Portfolios or level of the Contract Value. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the GAWA or the RMD. Withdrawals under the GMWB are non-cumulative; therefore if the Owner does not take the GAWA or the RMD in one year, the Owner may not take more than the greater of the GAWA or the RMD as a guaranteed withdrawal in subsequent years. On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically "step up" to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

The withdrawals made under this endorsement are considered to be the same as any other partial withdrawals for the purposes of calculating any other values under the Contract or any other endorsements attached to the Contract.

For purposes of this endorsement, partial withdrawals are considered to be the entire amount withdrawn from the Contract, including any applicable charges and adjustments for such withdrawals.

A partial withdrawal in excess of the Withdrawal Value (if applicable) will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. A partial withdrawal in excess of the Contract Value will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. In this case, the Contract Value will be set to zero and the Contract Value Reduces to Zero provision will apply.

If the age of either Covered Life is incorrectly stated at the time of the election of the GMWB, on the date the misstatement is discovered the GWB and GAWA will be recalculated based on the GAWA% applicable at the correct age. If the age at election of either Covered Life falls outside the allowable age range, the GMWB will be null and void and all GMWB Charges will be refunded.

Assessment of GMWB Charge.

The GMWB Charge is as specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value, the Fixed/Guaranteed Account Contract Value, and the GMWB Fixed Account Contract Value. GMWB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMWB Charge will not affect the value of the Accumulation Units. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge.

Guaranteed Withdrawal Balance.

On the effective date of this endorsement, the GWB is determined as follows and is subject to a maximum of [\$5,000,000.00]:

1. If elected as of the Issue Date of the Contract, the GWB equals the initial Premium, net of any applicable premium taxes, plus any Contract Enhancement.
2. If elected after the Issue Date of the Contract, the GWB equals the Contract Value on the effective date of this endorsement.

With each subsequent Premium received after this endorsement is effective, the GWB will be recalculated to equal the GWB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to the maximum shown above.

With each partial withdrawal, the GWB is reduced. If You choose to withdraw an amount that exceeds the greater of the GAWA or the RMD during any Contract Year, the GWB may be reduced by an amount greater than the partial withdrawal.

Partial withdrawals will affect the GWB as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

Guaranteed Annual Withdrawal Amount.

The GAWA% is the percentage upon which the GAWA is based and is defined in the table below:

Attained Age	GAWA%
55-74	5%
75-84	6%
85+	7%

The GAWA% is determined at the earlier of: 1) the time of the first withdrawal, 2) the date that the Contract Value reduces to zero, 3) the date that the GMWB endorsement is continued by a spousal Beneficiary who is not a Covered Life, or 4) upon election of the Joint Life Income of the GAWA Income Option. The GAWA% is based on the youngest Covered Life's attained age at the time of determination. The GAWA is equal to the GAWA% multiplied by the GWB at the time of determination.

With each subsequent Premium received after the GAWA% is determined, the GAWA will be recalculated to equal the GAWA prior to the Premium payment plus the GAWA% multiplied by the subsequent Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, or the GAWA% multiplied by the increase in the GWB, if less.

Partial withdrawals will affect the GAWA as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GAWA will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.

At the end of each Contract Year after the GAWA has been determined, if the For Life Guarantee is not effective and the GWB is less than the GAWA, the GAWA is set equal to the GWB.

Benefit Determination Baseline.

On the effective date of this endorsement, the BDB is determined as follows:

1. If the effective date of this endorsement is the Issue Date of the Contract, the BDB equals the initial Premium, net of any applicable premium taxes, plus any Contract Enhancement.
2. If the effective date of this endorsement is after the Issue Date of the Contract, the BDB equals the Contract Value on the effective date of this endorsement.

With each subsequent Premium received after this endorsement is effective, the BDB will be recalculated to equal the BDB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment.

No adjustment is made to the BDB for partial withdrawals.

Guaranteed Withdrawal Balance Bonus.

A bonus will be applied to the GWB at the end of each Contract Year during the Bonus Period if no withdrawals are taken during that Contract Year.

At the time the bonus is applied:

1. The GWB equals the GWB prior to the application of the bonus plus [8%] of the bonus base, subject to a maximum of [\$5,000,000.00].
2. If the bonus is applied after the GAWA% has been determined, the GAWA is the greater of:
 - a. the GAWA% multiplied by the new GWB; or
 - b. the GAWA prior to the bonus.

The bonus base is determined as follows:

On the effective date of this endorsement, the bonus base is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the bonus base will be recalculated to equal the bonus base prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the bonus base as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the bonus base will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the bonus base is set equal to the lesser of the GWB following the partial withdrawal or the bonus base prior to the partial withdrawal.

If the Owner has elected to discontinue the automatic step-ups together with the application of the bonus, the bonus will no longer be applied to the GWB. However, adjustments to the bonus base due to partial withdrawals and subsequent Premiums will continue as described.

If the Owner elects to reinstate the automatic step-ups together with the application of the bonus, the Bonus Period will not automatically re-start upon reinstatement. The Bonus Period will re-start at the time the bonus base is increased due to a step-up if the step-up occurs on or before the Contract Anniversary immediately following the youngest Covered Life's [80th] birthday. Bonuses may no longer apply if the reinstatement takes effect after the end of the Bonus Period. Reinstatement will not result in retroactive adjustment to the GWB for bonuses that would have occurred had the GWB Bonus provision not been discontinued.

The GWB Bonus provision is terminated on the date the Contract Value is reduced to zero, the date the GMWB endorsement is terminated, or the date the GMWB endorsement is continued by a spousal Beneficiary who is not a Covered Life.

[200%] Guaranteed Withdrawal Balance Adjustment.

If no withdrawals are taken on or prior to the [200%] GWB Adjustment Date, the [200%] GWB adjustment is applied to the GWB on the [200%] GWB Adjustment Date.

At the time the [200%] GWB adjustment is applied, the GWB will be set equal to the greater of the current GWB or the [200%] GWB adjustment, subject to a maximum of [\$5,000,000.00]. Neither the Guaranteed Withdrawal Balance Bonus base nor the GMWB death benefit will be adjusted at the time the [200%] GWB adjustment is applied.

The [200%] GWB adjustment is determined as follows:

On the effective date of this endorsement, the [200%] GWB adjustment is equal to [200%] of the GWB, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received after this endorsement is effective and prior to the first Contract Anniversary following the effective date of this endorsement, the [200%] GWB adjustment is recalculated to equal the [200%] GWB adjustment prior to the Premium payment plus [200%] of the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received on or after the first Contract Anniversary following the effective date of this endorsement, the [200%] GWB adjustment is recalculated to equal the [200%] GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

The [200%] GWB Adjustment provision is terminated on the [200%] GWB Adjustment Date, the date the Contract Value is reduced to zero, the date this GMWB endorsement is terminated, or the date this GMWB endorsement is continued by a spousal Beneficiary who is not a Covered Life.

[400%] Guaranteed Withdrawal Balance Adjustment.

If no withdrawals are taken on or prior to the [400%] GWB Adjustment Date, the [400%] GWB adjustment is applied to the GWB on the [400%] GWB Adjustment Date.

At the time the [400%] GWB adjustment is applied, the GWB will be set equal to the greater of the current GWB or the [400%] GWB adjustment, subject to a maximum of [\$5,000,000.00]. Neither the Guaranteed Withdrawal Balance Bonus base nor the GMWB death benefit will be adjusted at the time the [400%] GWB adjustment is applied.

The [400%] GWB adjustment is determined as follows:

On the effective date of this endorsement, the [400%] GWB adjustment is equal to [400%] of the GWB, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received after this endorsement is effective and prior to the first Contract Anniversary following the effective date of this endorsement, the [400%] GWB adjustment is recalculated to equal the [400%] GWB adjustment prior to the Premium payment plus [400%] of the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received on or after the first Contract Anniversary following the effective date of this endorsement, the [400%] GWB adjustment is recalculated to equal the [400%] GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

The [400%] GWB Adjustment provision is terminated on the [400%] GWB Adjustment Date, the date the Contract Value is reduced to zero, the date this GMWB endorsement is terminated, or the date this GMWB endorsement is continued by a spousal Beneficiary who is not a Covered Life.

For Life Guarantee.

The For Life Guarantee becomes effective on the effective date of this endorsement.

The For Life Guarantee is terminated when this GMWB endorsement is terminated or if this GMWB endorsement is continued by a spousal Beneficiary who is not a Covered Life.

Contract Value Reduces to Zero.

If the Contract Value is reduced to zero, all other rights under the Contract cease, no subsequent Premium payments will be accepted, all other endorsements are terminated without value, and Spousal Continuation is not available upon the death of the Owner or the death of any Joint Owner. The Bonus Period is terminated and no further bonuses are applied, the [200%] and [400%] GWB Adjustment provisions are terminated, and the GMWB Death Benefit provision is terminated.

If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the youngest Covered Life's attained age at the time the Contract Value falls to zero and the GAWA will be equal to the GAWA% multiplied by the GWB.

If the For Life Guarantee is effective, the Owner will receive annual payments of the GAWA until the death of the last surviving Covered Life. Upon the death of the last surviving Covered Life, all payments will cease. No death benefit or Earnings Protection Benefit will apply.

If the For Life Guarantee is not effective, the Owner will receive annual payments of the GAWA until the earlier of the depletion of the GWB or the death of the Owner, the death of any Joint Owner, or the death of the Annuitant on Qualified Custodial Account Contracts. With each payment, the GWB is reduced by the amount of the payment until the GWB is depleted. The last payment will not exceed the remaining GWB at the time of payment. Upon the death of the Owner or the death of any Joint Owner or the depletion of the GWB, all payments will cease and Spousal Continuation is not available. No death benefit or Earnings Protection Benefit will apply.

Subject to the Company's approval, the Owner may elect to receive payments more frequently than annually. However, the sum of the payments made during the year may not exceed the annual payment amount described above.

Guaranteed Withdrawal Balance Step-Up.

On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically step up to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

Upon step-up on or after the [2nd] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to prospectively increase the GMWB Charge percentage, subject to the maximum GMWB Charge percentage indicated in this endorsement. You will be notified in advance of a GMWB Charge percentage increase and You may elect to discontinue the automatic step-ups. Election to discontinue the automatic step-ups will also discontinue the application of the GWB bonus. You may subsequently elect to reinstate the GWB Step-Up provision together with the GWB Bonus provision at the then current GMWB Charge percentage. All requests will be effective on the Contract Anniversary following receipt of the request in Good Order. Reinstatement will not result in retroactive adjustment to the GWB for step-ups that would have occurred had the automatic step-up provision not been discontinued.

The highest quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the step-up is determined.

The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any Premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

Partial withdrawals will affect the quarterly adjusted Contract Value as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

At the time of step-up:

1. The GWB is set equal to the highest quarterly Contract Value, subject to a maximum of [\$5,000,000.00].
2. The bonus base will automatically step up to the new GWB if the new GWB is greater than the bonus base.
3. The BDB equals the greater of:
 - a. the highest quarterly Contract Value; or
 - b. the BDB prior to the step-up.

If the step-up occurs after the GAWA% is determined:

1. If the highest quarterly Contract Value is greater than the BDB prior to the step-up and the For Life Guarantee is still in effect, the GAWA% is re-determined based on the attained age of the youngest Covered Life.
2. The GAWA is the greater of:
 - a. the GAWA% (as re-determined, if applicable) multiplied by the new GWB; or
 - b. the GAWA prior to the step-up.

Transfer of Assets.

The GMWB requires transfers between the elected Contract Options and the GMWB Fixed Account in accordance with the formulas defined in the attached Transfer of Assets Methodology.

Amounts transferred to the GMWB Fixed Account will be transferred from each Investment Division/Portfolio and Fixed Account Option/Guaranteed Option in proportion to their current value.

Amounts transferred from the GMWB Fixed Account will be allocated to the Investment Divisions/Portfolios and Fixed Account Options/Guaranteed Options according to Your most recent allocation instructions on file with the Company.

These automatic transfers will not count against the [15] free transfers in a Contract Year."

7) The following **WITHDRAWAL PROVISIONS** in the Contract are amended as follows:

"Unless otherwise specified, the withdrawal will be made from each Investment Division/Portfolio, each Fixed Account Option/Guaranteed Option and the GMWB Fixed Account in proportion to their current value. The percentage of a withdrawal taken from the GMWB Fixed Account cannot exceed the ratio of the GMWB Fixed Account Contract Value to the Contract Value. Withdrawals will be based on values at the end of the Business Day on which the request for withdrawal is received in Good Order at the Service Center.

Although Additional Free Withdrawals reduce Contract Value in the Investment Divisions/Portfolios, Fixed Account Options/Guaranteed Options and GMWB Fixed Account, they do not reduce Remaining Premium."

8) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"Upon the death of the Owner or the death of any Joint Owner, while the Contract is still in force, the death benefit payable is guaranteed not to be less than the GMWB death benefit.

Upon continuation of the Contract by a spousal Beneficiary who is a Covered Life, the spouse may elect to terminate the GMWB on the Continuation Date and thereafter no GMWB Charge will be assessed. If the spouse does not make such election on the Continuation Date, the GMWB will remain in force and all provisions of this endorsement in effect on the Continuation Date will remain in effect. The GAWA% and the GAWA will continue to be determined in accordance with the rules described under the Guaranteed Annual Withdrawal Amount provision. The [200%] and [400%] GWB adjustment will apply in accordance with the [200%] and [400%] Guaranteed Withdrawal Balance Adjustment provisions. Step-ups will continue as permitted in accordance with the rules described under the Guaranteed Withdrawal Balance Step-Up provision. Bonuses will continue to apply in accordance with the rules described in the Guaranteed Withdrawal Balance Bonus provision. Contract Years and Contract Anniversaries will continue to be based on the anniversary of the original Contract's Issue Date and the effective date of this endorsement will continue to be the original endorsement effective date. The attained age used in the determination of the GAWA%, the [200%] GWB Adjustment Date, and the Bonus Period will continue to be based on the original youngest Covered Life's attained age.

Upon continuation of the Contract by a spousal Beneficiary who is not a Covered Life, the spouse may elect to terminate the GMWB on the Continuation Date and thereafter no GMWB Charge will be assessed. If the spouse does not make such election on the Continuation Date, the GMWB will remain in force. If the GMWB is continued, the GMWB death benefit will not be included in any applicable Continuation Adjustment. The For Life Guarantee, Guaranteed Withdrawal Balance Bonus, [200%] and [400%] Guaranteed Withdrawal Balance Adjustment, and GMWB Death Benefit provisions will no longer be effective. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the original youngest Covered Life's attained age on the Continuation Date, the GAWA will be equal to the GAWA% multiplied by the GWB and the GAWA% will not change on future step-ups. No other adjustments will be made to the GWB or the GAWA at the time of such continuation. Step-ups will continue automatically or as permitted in accordance with the rules described under the Guaranteed Withdrawal Balance Step-Up provision. Contract Anniversaries will continue to be based on the anniversary of the original Contract's Issue Date and the effective date of this endorsement will continue to be the original endorsement effective date.

GMWB Death Benefit.

On the effective date of this endorsement, the GMWB death benefit is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the GMWB death benefit is recalculated to equal the GMWB death benefit prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the GMWB death benefit as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GMWB death benefit is equal to the greater of:
 - a. the GMWB death benefit prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GMWB death benefit is equal to the greater of:
 - a. the GMWB death benefit prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

The GMWB death benefit will terminate on the date the Contract Value equals zero or upon the date the Contract is continued by a spousal Beneficiary who is not a Covered Life."

9) The following language is added to the **INCOME PROVISIONS** of the Contract:

"On the Latest Income Date if the For Life Guarantee is in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:

Joint Life Income of the GAWA. The Owner is entitled to receive payments of a fixed dollar amount payable during the lifetime of the last surviving Covered Life. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option. This amount will be paid in the frequency (not less than annually) that the Owner elects. No further annuity payments are payable after the death of the last surviving Covered Life, and there is no provision for a death benefit payable to the Beneficiary. Therefore, it is possible for only one annuity payment to be made under this Income Option if both Covered Lives die before the due date of the second payment. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the youngest Covered Life's attained age at the time of election of this Income Option and the GAWA will be equal to the GAWA% multiplied by the GWB.

On the Latest Income Date if the For Life Guarantee is not in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:

Specified Period Income of the GAWA. The Owner is entitled to receive payments of a fixed dollar amount for a stated number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. Upon each payment, the GWB will be reduced by the payment amount. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option, but will not exceed the remaining GWB. This amount will be paid over the determined number of years in the frequency (not less than annually) that the Owner elects. If, at the death of the Owner, payments have been made for less than the stated number of years, the remaining payments will be made to the Beneficiary. This option may not be available on certain Qualified Plans."

TERMINATION OF THE GMWB. The GMWB will terminate, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge, and all benefits under this endorsement will cease on the earlier of:

1. the Contract Anniversary following receipt of the Owner's request for termination in Good Order;
2. the date the Owner elects to receive income payments under the Contract;
3. the Latest Income Date;
4. the date of a full surrender;
5. the date upon which the Contract terminates because the Owner, any Joint Owner, or on Qualified Custodial Account Contracts the Annuitant dies, unless continued by the spouse;
6. the Continuation Date if the spousal Beneficiary elects to terminate the GMWB; and
7. the date upon which all obligations for payment under this endorsement have been satisfied after the Contract has been terminated.

If the GMWB is terminated and the Contract remains in force, the GMWB Fixed Account Contract Value will be transferred to the Investment Divisions/Portfolios and Fixed Account Options/Guaranteed Options according to Your most recent allocation instructions on file with the Company.

Endorsement effective date (if different from Issue Date of the Contract): _____

**Signed for the
Jackson National Life Insurance Company**



President and Chief Executive Officer

JACKSON NATIONAL LIFE INSURANCE COMPANY
Joint For Life Guaranteed Minimum Withdrawal Benefit With Bonus,
Guaranteed Withdrawal Balance Adjustment and Annual Step-Up
Transfer of Assets Methodology

On each Contract Monthly Anniversary, transfers to or from the GMWB Fixed Account will be determined based on the formulas defined below.

Liability = GAWA x annuity factor

If the GAWA% has not yet been determined, the GAWA used in the Liability calculation will be based on the GAWA% corresponding to the youngest Covered Life's attained age at the time the Liability is calculated, multiplied by the GWB at that time.

The table of annuity factors is set at election of this endorsement and does not change.

Ratio = (Liability – GMWB Fixed Account Contract Value) ÷ (Separate Account Contract Value + Fixed/Guaranteed Account Contract Value)

If the sum of the Separate Account Contract Value and the Fixed/Guaranteed Account Contract Value is equal to zero, the Ratio will not be calculated.

The indicated transfer amount is determined as follows:

If the Ratio is less than the lower breakpoint of [77%] or if the GMWB Fixed Account Contract Value is greater than the Liability and all funds are allocated to the GMWB Fixed Account, the amount indicated for transfer from the GMWB Fixed Account is equal to the lesser of:

1. The GMWB Fixed Account Contract Value; or
2. $(\text{GMWB Fixed Account Contract Value} + [80\%] \times (\text{Separate Account Contract Value} + \text{Fixed/Guaranteed Account Contract Value}) - \text{Liability}) \div (1-[80\%])$.

If the Ratio is greater than the upper breakpoint of [83%], the amount indicated for transfer to the GMWB Fixed Account is equal to the lesser of:

1. Separate Account Contract Value + Fixed/Guaranteed Account Contract Value; or
2. $(\text{Liability} - \text{GMWB Fixed Account Contract Value} - [80\%] \times (\text{Separate Account Contract Value} + \text{Fixed/Guaranteed Account Contract Value})) \div (1-[80\%])$.

Otherwise, no transfer is indicated.

If the transfer, if any, indicated by the above procedure would result in the GMWB Fixed Account Contract Value exceeding [90%] of the Contract Value, then the actual transfer will be such that exactly [90%] of the Contract Value is allocated to the GMWB Fixed Account. Otherwise, the indicated transfer will be the actual transfer.

SERFF Tracking Number: JACK-126600438 State: Arkansas
 Filing Company: Jackson National Life Insurance Company State Tracking Number: 45620
 Company Tracking Number: 7638 ET AL
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
 Transfer of Assets Endorsement
 Project Name/Number: For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment, Annual Step-Up and
 Transfer of Assets Endorsement/7638 ET AL

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Not applicable		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Not applicable		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachments:		
Statement of Variability 7638 (base).pdf		
Statement of Variability 7639 (base).pdf		

	Item Status:	Status Date:
Satisfied - Item: Redlined Forms Against Similar Approved Forms 7635 and 7636		
Comments:		
Attachments:		
7638 redlined with 7635.pdf		
7639 redlined with 7636.pdf		

JACKSON NATIONAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
Endorsement: 7638

05/10/2010

Page(s)	Bracketed (Variable)	Range of Variables		
Page 2 Page 10	Guaranteed Minimum Withdrawal Benefit (GMWB) Charge: On a quarterly basis, the charge equals [0.2500]% of the Guaranteed Withdrawal Balance (GWB) and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB. Upon step-up on or after the [2nd] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB Charge percentage, subject to a maximum GMWB Charge percentage, on a quarterly basis, of [0.5000]%. 1st – 16th The number of years after which step-ups may increase the GMWB Charge has been shown as bracketed in the endorsement so that we will be able to increase or reduce the number of years on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.	<u>Charge:</u>	<u>Anticipated at Launch:</u>	<u>Variable Range Min - Max:</u>
		At election: Maximum Upon Step-Up:	0.2500% 0.5000%	0.0250% - 0.5000% 0.0250% - 1.0000%
		This charge has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the charge on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.		
Page 2 Page 7	Bonus Period re-start date: Contract Anniversary immediately following the Owner's (if Joint Owners, the oldest Owner's) [80th] birthday Bonus Period end date: [10th] Contract Anniversary following the beginning of the most recent Bonus Period	70th - 90th 5th – 20th	The Bonus Period has been shown as bracketed in the endorsement so that we will be able to raise or lower the age or Contract Anniversary on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.	
Page 2 Page 8	[200%] GWB Adjustment Date: Contract Anniversary on or immediately following the Owner's (if Joint Owners, the oldest Owner's) [70th] birthday or the [10th] Contract Anniversary following the effective date of this endorsement	105% - 300% 60th – 80th 5th – 20th	The 200% GWB Adjustment Date has been shown as bracketed in the endorsement so that we will be able to raise or lower the age or Contract Anniversary on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.	
Page 2 Page 8 Page 9	[400%] GWB Adjustment Date: The [20th] Contract Anniversary following the effective date of this endorsement	105% - 500% 5th – 30th	The 400% GWB Adjustment Date has been shown as bracketed in the endorsement so that we will be able to raise or lower the age or Contract Anniversary on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.	

Page 5 Page 7 Page 11	Guaranteed Withdrawal Balance (GWB) maximum: [\$5,000,000]	\$1,000,000 - \$10,000,000 The maximum for the GWB has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.																				
Page 6	<p>Guaranteed Annual Withdrawal Amount Percentage:</p> <table border="1" data-bbox="186 409 625 541"> <thead> <tr> <th>Attained Age</th> <th>GAWA%</th> </tr> </thead> <tbody> <tr> <td>[55-74</td> <td>5%</td> </tr> <tr> <td>75-84</td> <td>6%</td> </tr> <tr> <td>85+</td> <td>7%]</td> </tr> </tbody> </table> <p><i>This percentage is based on the Owner's attained age at the time of determination (if there are Joint Owners, it is based on the attained age of the oldest Joint Owner). The attained age bands and the corresponding GAWA% are listed to the right.</i></p>	Attained Age	GAWA%	[55-74	5%	75-84	6%	85+	7%]	<table border="1" data-bbox="646 388 1567 598"> <thead> <tr> <th><u>Attained Age:</u></th> <th><u>Anticipated GAWA% at Launch:</u></th> <th><u>Variable Range of GAWA%:</u></th> </tr> </thead> <tbody> <tr> <td>55-74</td> <td>5%</td> <td>3% - 8%</td> </tr> <tr> <td>75-84</td> <td>6%</td> <td>3% - 8%</td> </tr> <tr> <td>85+</td> <td>7%</td> <td>3% - 8%</td> </tr> </tbody> </table> <p>The percentage that is used to determine the GAWA has been shown as bracketed in the endorsement so that we will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis. The age bands are bracketed in the endorsement so the Company can change them to any combination between the minimum and maximum age listed above.</p>	<u>Attained Age:</u>	<u>Anticipated GAWA% at Launch:</u>	<u>Variable Range of GAWA%:</u>	55-74	5%	3% - 8%	75-84	6%	3% - 8%	85+	7%	3% - 8%
Attained Age	GAWA%																					
[55-74	5%																					
75-84	6%																					
85+	7%]																					
<u>Attained Age:</u>	<u>Anticipated GAWA% at Launch:</u>	<u>Variable Range of GAWA%:</u>																				
55-74	5%	3% - 8%																				
75-84	6%	3% - 8%																				
85+	7%	3% - 8%																				
Page 7	Guaranteed Withdrawal Balance Bonus: [8%] of the bonus base	1% - 10% The GWB Bonus percentage has been shown as bracketed in the endorsement so that we will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.																				
Page 7	Bonus base maximum: [\$5,000,000]	\$1,000,000 - \$10,000,000 The maximum for the bonus base has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.																				
Page 8 Page 12	[200%] GWB adjustment percentage	105% – 300% The 200% GWB adjustment percentage has been shown as bracketed in the endorsement so that we will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.																				
Page 8	200% GWB adjustment maximum: [\$5,000,000.00]	\$1,000,000 - \$10,000,000 The maximum amount for the 200% GWB adjustment has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.																				

Page 8 Page 9 Page 12	[400%] GWB adjustment percentage	105% – 500% The 400% GWB adjustment percentage has been shown as bracketed in the endorsement so that we will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
Page 8 Page 9	400% GWB adjustment maximum: [\$5,000,000.00]	\$1,000,000 - \$10,000,000 The maximum amount for the 400% GWB adjustment has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
Page 11	These automatic transfers will not count against the [15] free transfers in a Contract Year.	Not less than 0 or more than 50.
Page 12	GMWB death benefit maximum: [\$5,000,000.00]	\$1,000,000 - \$10,000,000 The maximum for the GMWB death benefit has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
Page 14	Signature of Jackson National Life's President	As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.
Page 15	Transfer of Assets target ratio and breakpoints: [77%] lower breakpoint [80%] target ratio [83%] upper breakpoint	50% - 100% 50% - 100% 50% - 100% The target ratio and breakpoint percentages used in the Transfer of Assets Methodology have been shown as bracketed so that we will be able to raise or lower the percentages on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
Page 15	Transfer of Assets Contract Value maximum: [90%]	50%- 100% The Contract Value percentage for the Transfer of Assets has been shown as bracketed so that we will be able to raise or lower the percentages on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.

JACKSON NATIONAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
Endorsement: 7639

05/10/2010

Page(s)	Bracketed (Variable)	Range of Variables		
Page 2 Page 10	<p>Guaranteed Minimum Withdrawal Benefit (GMWB) Charge: On a quarterly basis, the charge equals [0.3250]% of the Guaranteed Withdrawal Balance (GWB) and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB. Upon step-up on or after the [2nd] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB Charge percentage, subject to a maximum GMWB Charge percentage, on a quarterly basis, of [0.6500]%.</p>	<p><u>Charge:</u></p>	<p><u>Anticipated at Launch:</u></p>	<p><u>Variable Range Min - Max:</u></p>
		<p>At election: Maximum Upon Step-Up:</p>	<p>0.3250% 0.6500%</p>	<p>0.0250% - 0.5000% 0.0250% - 1.0000%</p>
		<p>This charge has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the charge on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p> <p>1st – 16th</p> <p>The number of years after which step-ups may increase the GMWB Charge has been shown as bracketed in the endorsement so that we will be able to increase or reduce the number of years on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>		
Page 2 Page 7	<p>Bonus Period re-start date: Contract Anniversary immediately following the youngest Covered Life's [80th] birthday</p> <p>Bonus Period end date: [10th] Contract Anniversary following the beginning of the most recent Bonus Period</p>	<p>70th - 90th</p>		
		<p>5th – 20th</p>		
		<p>The Bonus Period has been shown as bracketed in the endorsement so that we will be able to raise or lower the age or Contract Anniversary on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>		
Page 2 Page 8 Page 12	<p>[200%] GWB Adjustment Date: Contract Anniversary on or immediately following youngest Covered Life's [70th] birthday or the [10th] Contract Anniversary following the effective date of this endorsement</p>	<p>105% - 300%</p>		
		<p>60th – 80th 5th – 20th</p>		
		<p>The 200% GWB Adjustment Date has been shown as bracketed in the endorsement so that we will be able to raise or lower the age or Contract Anniversary on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>		
Page 2 Page 8 Page 9	<p>[400%] GWB Adjustment Date: The [20th] Contract Anniversary following the effective date of this endorsement</p>	<p>105% - 500%</p>		
		<p>5th – 30th</p>		
		<p>The 400% GWB Adjustment Date has been shown as bracketed in the endorsement so that we will be able to raise or lower the age or Contract Anniversary on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>		

Page 5 Page 7 Page 11	Guaranteed Withdrawal Balance (GWB) maximum: [\$5,000,000]	\$1,000,000 - \$10,000,000 The maximum for the GWB has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.																				
Page 6	<p>Guaranteed Annual Withdrawal Amount Percentage:</p> <table border="1" data-bbox="178 409 617 535"> <thead> <tr> <th>Attained Age</th> <th>GAWA%</th> </tr> </thead> <tbody> <tr> <td>[55-74</td> <td>5%</td> </tr> <tr> <td>75-84</td> <td>6%</td> </tr> <tr> <td>85+</td> <td>7%]</td> </tr> </tbody> </table> <p><i>This percentage is based on the age of the youngest Covered Life at the time of determination. The attained age bands and the corresponding GAWA% are listed to the right.</i></p>	Attained Age	GAWA%	[55-74	5%	75-84	6%	85+	7%]	<table border="1" data-bbox="641 388 1578 598"> <thead> <tr> <th><u>Attained Age:</u></th> <th><u>Anticipated GAWA% at Launch:</u></th> <th><u>Variable Range of GAWA%:</u></th> </tr> </thead> <tbody> <tr> <td>55-74</td> <td>5%</td> <td>3% - 8%</td> </tr> <tr> <td>75-84</td> <td>6%</td> <td>3% - 8%</td> </tr> <tr> <td>85+</td> <td>7%</td> <td>3% - 8%</td> </tr> </tbody> </table> <p>The percentage that is used to determine the GAWA has been shown as bracketed in the endorsement so that we will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis. The age bands are bracketed in the endorsement so the Company can change them to any combination between the minimum and maximum age listed above.</p>	<u>Attained Age:</u>	<u>Anticipated GAWA% at Launch:</u>	<u>Variable Range of GAWA%:</u>	55-74	5%	3% - 8%	75-84	6%	3% - 8%	85+	7%	3% - 8%
Attained Age	GAWA%																					
[55-74	5%																					
75-84	6%																					
85+	7%]																					
<u>Attained Age:</u>	<u>Anticipated GAWA% at Launch:</u>	<u>Variable Range of GAWA%:</u>																				
55-74	5%	3% - 8%																				
75-84	6%	3% - 8%																				
85+	7%	3% - 8%																				
Page 7	Guaranteed Withdrawal Balance Bonus: [8%] of the bonus base	1% - 10% The GWB Bonus percentage has been shown as bracketed in the endorsement so that we will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.																				
Page 7	Bonus base maximum: [\$5,000,000]	\$1,000,000 - \$10,000,000 The maximum for the bonus base has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.																				
Page 8 Page 12	[200%] GWB adjustment percentage	105% – 300% The 200% GWB adjustment percentage has been shown as bracketed in the endorsement so that we will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.																				
Page 8	200% GWB adjustment maximum: [\$5,000,000.00]	\$1,000,000 - \$10,000,000 The maximum amount for the 200% GWB adjustment has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.																				

Page 8 Page 9 Page 12	[400%] GWB adjustment percentage	105% – 500% The 400% GWB adjustment percentage has been shown as bracketed in the endorsement so that we will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
Page 8 Page 9	400% GWB adjustment maximum: [\$5,000,000.00]	\$1,000,000 - \$10,000,000 The maximum amount for the 400% GWB adjustment has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
Page 11	These automatic transfers will not count against the [15] free transfers in a Contract Year.	Not less than 0 or more than 50.
Page 12	GMWB death benefit maximum: [\$5,000,000.00]	\$1,000,000 - \$10,000,000 The maximum for the GMWB death benefit has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
Page 14	Signature of Jackson National Life's President	As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.
Page 15	Transfer of Assets target ratio and breakpoints: [77%] lower breakpoint [80%] target ratio [83%] upper breakpoint	50% - 100% 50% - 100% 50% - 100% The target ratio and breakpoint percentages used in the Transfer of Assets Methodology have been shown as bracketed so that we will be able to raise or lower the percentages on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
Page 15	Transfer of Assets Contract Value maximum: [90%]	50%- 100% The Contract Value percentage for the Transfer of Assets has been shown as bracketed so that we will be able to raise or lower the percentages on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.

ENDORSEMENT

**FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT
WITH BONUS, GUARANTEED WITHDRAWAL BALANCE ADJUSTMENT,
ANNUAL STEP-UP AND TRANSFER OF ASSETS ~~ENDORSEMENT~~**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date of the Contract, unless another effective date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control.

PLEASE NOTE: THIS ENDORSEMENT CONTAINS A TRANSFER OF ASSETS PROVISION WHICH WILL AUTOMATICALLY TRANSFER FUNDS TO AND FROM THE INVESTMENT DIVISIONS/PORTFOLIOS AND FIXED ACCOUNT OPTIONS/GUARANTEED OPTIONS IN ACCORDANCE WITH THE FORMULAS SPECIFIED IN THE ATTACHED TRANSFER OF ASSETS METHODOLOGY.

AS STATED IN YOUR CONTRACT: THE COMPANY RESERVES THE RIGHT TO REFUSE ANY PREMIUM PAYMENT.

THE OWNER(S) MAY NOT BE CHANGED WHILE THIS ENDORSEMENT IS IN ~~EFFECT~~. EFFECT EXCEPT IN THE FOLLOWING LIMITED CIRCUMSTANCES:

THE OWNER(S) MAY CHANGE OWNERSHIP OF THE CONTRACT FROM A NATURAL PERSON TO A TRUST (IF THE OWNER(S) AND THE ANNUITANT(S) ARE THE SAME PERSON) OR FROM A NON-NATURAL PERSON TO ANOTHER NON-NATURAL PERSON OR TO THE ANNUITANT, PROVIDED THAT THESE TYPES OF OWNERSHIP CHANGES DO NOT CONSTITUTE A TAXABLE EVENT AS DEFINED BY THE INTERNAL REVENUE CODE. THE ANNUITANT(S) THEREAFTER CANNOT BE CHANGED.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Please note that due to Your selection of this Guaranteed Minimum Withdrawal Benefit, You cannot make any allocations to the 3-Year, 5-Year or 7-Year Fixed Account Option or to the Indexed Fixed Option, if available under Your Contract.

Guaranteed Minimum Withdrawal Benefit (GMWB) Charge:

On a quarterly basis, the charge equals [~~0.21250~~.2500]% of the Guaranteed Withdrawal Balance (GWB) and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB. Upon step-up on or after the [~~5th~~2nd] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB Charge percentage, subject to a maximum GMWB Charge percentage, on a quarterly basis, of [~~0.42500~~.500]%. |

The GMWB Charge will be discontinued upon the earlier of the termination of this benefit or the date on which the Contract Value equals zero. |

Premium(s):

The Owner may not allocate premium to the GMWB Fixed Account."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"**[200%] GWB ADJUSTMENT DATE.** The later of (a) the Contract Anniversary on or immediately following the Owner's (if Joint Owners, the oldest Owner's) [70th] birthday, or (b) the [10th] Contract Anniversary following the effective date of this endorsement.

[400%] GWB ADJUSTMENT DATE. The [20th] Contract Anniversary following the effective date of this endorsement.

BENEFIT DETERMINATION BASELINE (BDB). The value used to determine whether the GAWA% will increase upon step-up. |

BONUS PERIOD. The Bonus Period begins on the effective date of this endorsement and will re-start at the time the bonus base is increased due to a step-up if the step-up occurs on or before the Contract Anniversary immediately following the Owner's (if Joint Owners, the oldest Owner's) [80th] birthday. The Bonus Period ends on the earlier of (a) the [10th] Contract Anniversary following the beginning of the most recent Bonus Period, or (b) the date on which the Contract Value falls to zero as the result of a partial withdrawal or deduction of charges.

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

CONTRACT MONTHLY ANNIVERSARY. Each one-month anniversary of the Issue Date.

CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

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

GUARANTEED ANNUAL WITHDRAWAL AMOUNT (GAWA). The maximum amount the Owner is allowed to withdraw each Contract Year, subject to the Required Minimum Distribution exception stated in this endorsement, for the guarantee to remain fully effective.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT PERCENTAGE (GAWA%). The percentage upon which the GAWA is based.

GMWB FIXED ACCOUNT. A Contract account to and from which amounts will be transferred in accordance with the Transfer of Assets provision.

GMWB FIXED ACCOUNT CONTRACT VALUE. The sum of all amounts transferred ~~and to the GMWB Fixed~~ credited to the GMWB Fixed Account under the Contract, ~~less any amounts canceled or withdrawn for charges, deductions, withdrawals or transfers.~~ plus all interest credited to the GMWB Fixed Account, adjusted for withdrawals (including any applicable charges and adjustments for such withdrawals), transfers and charges.

GMWB FIXED ACCOUNT INTEREST RATE. The rate of interest established by the Company, in its sole discretion, ~~plus any additional interest rate credited by the Company,~~ less any charges due under any optional endorsements to the ~~Contract. In no event will the GMWB Fixed Account Interest Rate be less than the Fixed Account Minimum Interest Rate stated in Your~~ Contract.

GUARANTEED WITHDRAWAL BALANCE (GWB). The value upon which the GMWB Charge and other GMWB values are based.

REQUIRED MINIMUM DISTRIBUTION (RMD). For certain qualified contracts, the Required Minimum Distribution is the amount defined by the Internal Revenue Code and the implementing regulations as the minimum distribution requirement that applies to this Contract only. For purposes of this endorsement, this definition excludes any withdrawal necessary to satisfy the minimum distribution requirements of the Internal Revenue Code if the Contract is purchased with contributions from a nontaxable transfer after the death of the owner of a qualified contract."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"**CONTRACT VALUE.** The Contract Value equals the sum of the Separate Account Contract Value, the Fixed/Guaranteed Account Contract Value and the GMWB Fixed Account Contract Value."

4) The **GENERAL PROVISIONS: DEFERMENT OF PAYMENTS** provision of the Contract is amended by the addition of the following:

"The Company may defer payment from a GMWB Fixed Account for a period not exceeding six (6) months. Deferral for the six (6) month period will be made only if We make a written request and receive written approval from the regulatory official of the Issue State. Subject to state requirements, interest will be credited during such deferred period."

- 5) The **ACCUMULATION PROVISIONS** of the Contract is amended by the addition of the following:

"GMWB FIXED ACCOUNT. Amounts transferred to the GMWB Fixed Account will earn interest at the GMWB Fixed Account Interest Rate (or the applicable Fixed Account Minimum Interest Rate, if greater). The rate initially declared for each transfer to the GMWB Fixed Account will remain in effect for a period not less than one year, so long as such amount remains in the GMWB Fixed Account. GMWB Fixed Account Interest Rates for subsequent periods may be higher or lower than the GMWB Fixed Account Interest Rates previously declared by the Company."

- 6) The following language is added to the **WITHDRAWAL PROVISIONS** of the Contract:

"FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT. The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date: 1) for the lifetime of the Owner, or, with Joint Owners, the lifetime of the Joint Owner who dies first if the For Life Guarantee is in effect, or 2) if the For Life Guarantee is not in effect, until the earlier of the death of the Owner (or any Joint Owner) or until the GWB is depleted, regardless of the performance of the Investment Divisions/Portfolios or level of the Contract Value. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the GAWA or the RMD. Withdrawals under the GMWB are non-cumulative; therefore if the Owner does not take the GAWA or the RMD in one year, the Owner may not take more than the greater of the GAWA or the RMD as a guaranteed withdrawal in subsequent years. On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically "step up" to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

The withdrawals made under this endorsement are considered to be the same as any other partial withdrawals for the purposes of calculating any other values under the Contract or any other endorsements attached to the Contract.

For purposes of this endorsement, partial withdrawals are considered to be the entire amount withdrawn from the Contract, including any applicable charges and adjustments for such withdrawals.

A partial withdrawal in excess of the Withdrawal Value (if applicable) will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. A partial withdrawal in excess of the Contract Value will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. In this case, the Contract Value will be set to zero and the Contract Value Reduces to Zero provision will apply.

If the age of any Owner is incorrectly stated at the time of the election of the GMWB, on the date the misstatement is discovered the GWB and GAWA will be re-calculated based on the GAWA% applicable at the correct age. If the age at election of the Owner (if Joint Owners, the oldest Joint Owner) falls outside the allowable age range, the GMWB will be null and void and all GMWB Charges will be refunded.

Assessment of GMWB Charge.

The GMWB Charge is as specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value, the Fixed/Guaranteed Account Contract Value, and the GMWB Fixed Account Contract Value. GMWB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMWB Charge will not affect the value of the Accumulation Units. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge.

Guaranteed Withdrawal Balance.

On the effective date of this endorsement, the GWB is determined as follows and is subject to a maximum of [\$5,000,000.00]:

1. If elected as of the Issue Date of the Contract, the GWB equals the initial Premium, net of any applicable premium taxes, plus any Contract Enhancement.
2. If elected after the Issue Date of the Contract, the GWB equals the Contract Value on the effective date of this endorsement, ~~less any applicable Recapture Charges that would be assessed on a full withdrawal.~~

With each subsequent Premium received after this endorsement is effective, the GWB will be recalculated to equal the GWB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to the maximum shown above.

With each partial withdrawal, the GWB is reduced. If You choose to withdraw an amount that exceeds the greater of the GAWA or the RMD during any Contract Year, the GWB may be reduced by an amount greater than the partial withdrawal.

Partial withdrawals will affect the GWB as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

Guaranteed Annual Withdrawal Amount.

The GAWA% is the percentage upon which the GAWA is based and is defined in the table below:

Attained Age	GAWA%
55-74	5%
75-84	6%
85+	7%

The GAWA% is determined at the earlier of: 1) the time of the first withdrawal, 2) the date that the Contract Value reduces to zero, 3) the date that the GMWB endorsement is continued by a spousal Beneficiary, or 4) upon election of the Life Income of the GAWA Income Option. The GAWA% is based on the Owner's attained age at the time of determination (if there are Joint Owners, it is based on the attained age of the oldest Joint Owner). The GAWA is equal to the GAWA% multiplied by the GWB at the time of determination.

With each subsequent Premium received after the GAWA% is determined, the GAWA will be recalculated to equal the GAWA prior to the Premium payment plus the GAWA% multiplied by the subsequent Premium payment, net of any applicable premium taxes, [plus the Contract Enhancement resulting from that Premium payment](#), or the GAWA% multiplied by the increase in the GWB, if less.

Partial withdrawals will affect the GAWA as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GAWA will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.

At the end of each Contract Year after the GAWA has been determined, if the For Life Guarantee is not effective and the GWB is less than the GAWA, the GAWA is set equal to the GWB.

Benefit Determination Baseline.

On the effective date of this endorsement, the BDB is determined as follows:

1. If the effective date of this endorsement is the Issue Date of the Contract, the BDB equals the initial Premium, net of any applicable premium taxes, plus any Contract Enhancement.
2. If the effective date of this endorsement is after the Issue Date of the Contract, the BDB equals the Contract Value on the effective date of this endorsement.

With each subsequent Premium received after this endorsement is effective, the BDB will be recalculated to equal the BDB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment.

No adjustment is made to the BDB for partial withdrawals.

Guaranteed Withdrawal Balance Bonus.

A bonus will be applied to the GWB at the end of each Contract Year during the Bonus Period if no withdrawals are taken during that Contract Year.

At the time the bonus is applied:

1. The GWB equals the GWB prior to the application of the bonus plus ~~7%~~8% of the bonus base, subject to a maximum of [\$5,000,000.00].
2. If the bonus is applied after the GAWA% has been determined, the GAWA is the greater of:
 - a. the GAWA% multiplied by the new GWB; or
 - b. the GAWA prior to the bonus.

The bonus base is determined as follows:

On the effective date of this endorsement, the bonus base is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the bonus base will be recalculated to equal the bonus base prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the bonus base as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the bonus base will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the bonus base is set equal to the lesser of the GWB following the partial withdrawal or the bonus base prior to the partial withdrawal.

If the Owner has elected to discontinue the automatic step-ups together with the application of the bonus, the bonus will no longer be applied to the GWB. However, adjustments to the bonus base due to partial withdrawals and subsequent Premiums will continue as described.

If the Owner elects to reinstate the automatic step-ups together with the application of the bonus, the Bonus Period will not automatically re-start upon reinstatement. The Bonus Period will re-start at the time the bonus base is increased due to a step-up if the step-up occurs on or before the Contract Anniversary immediately following the Owner's (if Joint Owners, the oldest Owner's) [80th] birthday. Bonuses may no longer apply if the reinstatement takes effect after the end of the Bonus Period. Reinstatement will not result in retroactive adjustment to the GWB for bonuses that would have occurred had the GWB Bonus provision not been discontinued.

The GWB Bonus provision is terminated on the date the Contract Value is reduced to zero, the date the GMWB endorsement is terminated, or the date the GMWB endorsement is continued by a spousal Beneficiary.

[200%] Guaranteed Withdrawal Balance Adjustment.

If no withdrawals are taken on or prior to the [200%] GWB Adjustment Date, the [200%] GWB adjustment is applied to the GWB on the [200%] GWB Adjustment Date.

At the time the [200%] GWB adjustment is applied, the GWB will be set equal to the greater of the current GWB or the [200%] GWB adjustment, subject to a maximum of [\$5,000,000.00]. Neither the Guaranteed Withdrawal Balance Bonus base nor the GMWB death benefit will be adjusted at the time the [200%] GWB adjustment is applied.

The [200%] GWB adjustment is determined as follows:

On the effective date of this endorsement, the [200%] GWB adjustment is equal to [200%] of the GWB, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received after this endorsement is effective and prior to the first Contract Anniversary following the effective date of this endorsement, the [200%] GWB adjustment is recalculated to equal the [200%] GWB adjustment prior to the Premium payment plus [200%] of the amount of the Premium payment, net of any applicable premium taxes, [plus the Contract Enhancement resulting from that Premium payment](#), subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received on or after the first Contract Anniversary following the effective date of this endorsement, the [200%] GWB adjustment is recalculated to equal the [200%] GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, [plus the Contract Enhancement resulting from that Premium payment](#), subject to a maximum of [\$5,000,000.00].

The [200%] GWB Adjustment provision is terminated on the [200%] GWB Adjustment Date, the date the Contract Value is reduced to zero, the date this GMWB endorsement is terminated, or the date this GMWB endorsement is continued by a spousal Beneficiary.

[400%] Guaranteed Withdrawal Balance Adjustment.

If no withdrawals are taken on or prior to the [400%] GWB Adjustment Date, the [400%] GWB adjustment is applied to the GWB on the [400%] GWB Adjustment Date.

At the time the [400%] GWB adjustment is applied, the GWB will be set equal to the greater of the current GWB or the [400%] GWB adjustment, subject to a maximum of [\$5,000,000.00]. Neither the Guaranteed Withdrawal Balance Bonus base nor the GMWB death benefit will be adjusted at the time the [400%] GWB adjustment is applied.

The [400%] GWB adjustment is determined as follows:

On the effective date of this endorsement, the [400%] GWB adjustment is equal to [400%] of the GWB, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received after this endorsement is effective and prior to the first Contract Anniversary following the effective date of this endorsement, the [400%] GWB adjustment is recalculated to equal the [400%] GWB adjustment prior to the Premium payment plus [400%] of the amount of the Premium payment, net of any applicable premium taxes, [plus the Contract Enhancement resulting from that Premium payment](#), subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received on or after the first Contract Anniversary following the effective date of this endorsement, the [400%] GWB adjustment is recalculated to equal the [400%] GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, [plus the Contract Enhancement resulting from that Premium payment](#), subject to a maximum of [\$5,000,000.00].

The [400%] GWB Adjustment provision is terminated on the [400%] GWB Adjustment Date, the date the Contract Value is reduced to zero, the date this GMWB endorsement is terminated, or the date this GMWB endorsement is continued by a spousal Beneficiary.

For Life Guarantee.

The For Life Guarantee becomes effective on the effective date of this endorsement.

The For Life Guarantee is terminated when this GMWB endorsement is terminated or if this GMWB endorsement is continued by a spousal Beneficiary.

Contract Value Reduces to Zero.

If the Contract Value is reduced to zero, all other rights under the Contract cease, no subsequent Premium payments will be accepted, all other endorsements are terminated without value, and Spousal Continuation is not available upon the death of the Owner or the death of any Joint Owner. The Bonus Period is terminated and no further bonuses are applied, the [200%] and [400%] GWB Adjustment provisions are terminated, and the GMWB Death Benefit provision is terminated.

If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or oldest Joint Owner's) attained age at the time the Contract Value falls to zero and the GAWA will be equal to the GAWA% multiplied by the GWB.

If the For Life Guarantee is effective, the Owner will receive annual payments of the GAWA until the death of the Owner or the death of any Joint Owner.

If the For Life Guarantee is not effective, the Owner will receive annual payments of the GAWA until the earlier of the depletion of the GWB or death of the Owner or the death of any Joint Owner. With each payment, the GWB is reduced by the amount of the payment until the GWB is depleted. The last payment will not exceed the remaining GWB at the time of payment.

Subject to the Company's approval, the Owner may elect to receive payments more frequently than annually. However, the sum of the payments made during the year may not exceed the annual payment amount described above.

Upon the death of the Owner or the death of any Joint Owner, all payments will cease. No death benefit or Earnings Protection Benefit will apply.

Guaranteed Withdrawal Balance Step-Up.

On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically step up to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

Upon step-up on or after the ~~5th~~2nd Contract Anniversary following the effective date of this endorsement, the Company reserves the right to prospectively increase the GMWB Charge percentage, subject to the maximum GMWB Charge percentage indicated in this endorsement. You will be notified in advance of a GMWB Charge percentage increase and You may elect to discontinue the automatic step-ups. Election to discontinue the automatic step-ups will also discontinue the application of the GWB bonus. You may subsequently elect to reinstate the GWB Step-Up provision together with the GWB Bonus provision at the then current GMWB Charge percentage. All requests will be effective on the Contract Anniversary following receipt of the request in Good Order. Reinstatement will not result in retroactive adjustment to the GWB for step-ups that would have occurred had the automatic step-up provision not been discontinued.

The highest quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the step-up is determined.

The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any Premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable premium taxes, [plus the Contract Enhancement resulting from that Premium payment](#), adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

Partial withdrawals will affect the quarterly adjusted Contract Value as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

At the time of step-up:

1. The GWB is set equal to the highest quarterly Contract Value, subject to a maximum of [\$5,000,000.00].
2. The bonus base will automatically step up to the new GWB if the new GWB is greater than the bonus base.
3. The BDB equals the greater of:
 - a. the highest quarterly Contract Value; or
 - b. the BDB prior to the step-up.

If the step-up occurs after the GAWA% is determined:

- ~~3.1.~~ If the highest quarterly Contract Value is greater than the BDB prior to the step-up and the For Life Guarantee is still in effect, the GAWA% is re-determined based on the attained age of the Owner (if there are Joint Owners, it will be based on the attained age of the oldest Joint Owner.)
2. ~~determined, the GAWA is set equal to~~ The GAWA is the greater of:
 - a. ~~The~~the GAWA% (as re-determined, if applicable) multiplied by the new GWB; or
 - b. ~~The~~the GAWA prior to the step-up.

Transfer of Assets.

The GMWB requires transfers between the elected Contract Options and the GMWB Fixed Account in accordance with the formulas defined in the attached Transfer of Assets Methodology.

Amounts transferred to the GMWB Fixed Account will be transferred from each Investment Division/Portfolio and Fixed Account Option/Guaranteed Option in proportion to their current value.

Amounts transferred from the GMWB Fixed Account will be allocated to the Investment Divisions/Portfolios and Fixed Account Options/Guaranteed Options according to Your most recent allocation instructions on file with the Company.

These automatic transfers will not count against the [15] free transfers in a Contract Year."

7) The following **WITHDRAWAL PROVISIONS** in the Contract are amended as follows:

"Unless otherwise specified, the withdrawal will be made from each Investment Division/Portfolio, each Fixed Account Option/Guaranteed Option and the GMWB Fixed Account in proportion to their current value. The percentage of a withdrawal taken from the GMWB Fixed Account cannot exceed the ratio of the GMWB Fixed Account Contract Value to the Contract Value. Withdrawals will be based on values at the end of the Business Day on which the request for withdrawal is received in Good Order at the Service Center.

Although ~~additional free withdrawals reduce principal~~ Additional Free Withdrawals reduce Contract Value in the Investment Divisions/Portfolios, Fixed Account Options/Guaranteed Options and GMWB Fixed Account, they do not reduce Remaining Premium."

8) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"Upon the death of the Owner or the death of any Joint Owner, while the Contract is still in force, the death benefit payable is guaranteed not to be less than the GMWB death benefit.

Upon continuation of the Contract by a spousal Beneficiary, the spouse may elect to terminate the GMWB on the Continuation Date and thereafter no GMWB Charge will be assessed. If the spouse does not make such election on the Continuation Date, the GMWB will remain in force.

If the GMWB is continued by the spouse, the GMWB death benefit will not be included in any applicable Continuation Adjustment. The For Life Guarantee, Guaranteed Withdrawal Balance Bonus, [200%] and [400%] Guaranteed Withdrawal Balance Adjustment, and GMWB Death Benefit provisions will no longer be effective and the GAWA% will not change on future step-ups. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the original Owner's (or oldest Joint Owner's) attained age at the time of death and the GAWA will be equal to the GAWA% multiplied by the GWB. No other adjustments will be made to the GWB or the GAWA at the time of such continuation. Step-ups will continue automatically or as permitted in accordance with the rules described under the Guaranteed Withdrawal Balance Step-Up provision. Contract Anniversaries will continue to be based on the anniversary of the original Contract's Issue Date and the effective date of this endorsement will continue to be the original endorsement effective date.

GMWB Death Benefit.

On the effective date of this endorsement, the GMWB death benefit is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the GMWB death benefit is recalculated to equal the GMWB death benefit prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the GMWB death benefit as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GMWB death benefit is equal to the greater of:
 - a. the GMWB death benefit prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GMWB death benefit is equal to the greater of:
 - a. the GMWB death benefit prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

The GMWB death benefit will terminate on the date the Contract Value equals zero or upon the date the Contract is continued by a spousal Beneficiary."

9) The following language is added to the **INCOME PROVISIONS** of the Contract:

"On the Latest Income Date if the For Life Guarantee is in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:

Life Income of the GAWA. The Owner is entitled to receive payments of a fixed dollar amount payable during the lifetime of the Owner. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option. This amount will be paid in the frequency (not less than annually) that the Owner elects. No further annuity payments are payable after the death of the Owner, and there is no provision for a death benefit payable to the Beneficiary. Therefore, it is possible for only one annuity payment to be made under this Income Option if the Owner has an early death. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or the oldest Joint Owner's) attained age at the time of election of this Income Option and the GAWA will be equal to the GAWA% multiplied by the GWB.

On the Latest Income Date if the For Life Guarantee is not in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:

Specified Period Income of the GAWA. The Owner is entitled to receive payments of a fixed dollar amount for a stated number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. Upon each payment, the GWB will be reduced by the payment amount. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option, but will not exceed the remaining GWB. This amount will be paid over the determined number of years in the frequency (not less than annually) that the Owner elects. If, at the death of the Owner, payments have been made for less than the stated number of years, the remaining payments will be made to the Beneficiary. This option may not be available on certain Qualified Plans."

TERMINATION OF THE GMWB. The GMWB will terminate, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge, and all benefits under this endorsement will cease on the earlier of:

1. the Contract Anniversary following receipt of the Owner's request for termination in Good Order;
2. the date the Owner elects to receive income payments under the Contract;
3. the Latest Income Date;
4. the date of a full surrender;
5. the date upon which the Contract terminates because the Owner or any Joint Owner dies, unless continued by the spouse;
6. the Continuation Date if the spousal Beneficiary elects to terminate the GMWB; and
7. the date upon which all obligations for payment under this endorsement have been satisfied after the Contract has been terminated.

If the GMWB is terminated and the Contract remains in force, the GMWB Fixed Account Contract Value will be transferred to the Investment Divisions/Portfolios and Fixed Account Options/Guaranteed Options according to Your most recent allocation instructions on file with the Company.

Endorsement effective date (if different from Issue Date of the Contract): _____

**Signed for the
Jackson National Life Insurance Company**



President and Chief Executive Officer

JACKSON NATIONAL LIFE INSURANCE COMPANY
For Life Guaranteed Minimum Withdrawal Benefit With Bonus,
Guaranteed Withdrawal Balance Adjustment and Annual Step-Up
Transfer of Assets Methodology

On each Contract Monthly Anniversary, transfers to or from the GMWB Fixed Account will be determined based on the formulas defined below.

Liability = GAWA x annuity factor

If the GAWA% has not yet been determined, the GAWA used in the Liability calculation will be based on the GAWA% corresponding to the Owner's (or oldest Joint Owner's) attained age at the time the Liability is calculated, multiplied by the GWB at that time.

The table of annuity factors is set at election of this endorsement and does not change.

Ratio = (Liability – GMWB Fixed Account Contract Value) ÷ (Separate Account Contract Value + Fixed/Guaranteed Account Contract Value)

If the sum of the Separate Account Contract Value and the Fixed/Guaranteed Account Contract Value is equal to zero, the Ratio will not be calculated.

The indicated transfer amount is determined as follows:

If the Ratio is less than the lower breakpoint of [77%] or if the GMWB Fixed Account Contract Value is greater than the Liability and all funds are allocated to the GMWB Fixed Account, the amount indicated for transfer from the GMWB Fixed Account is equal to the lesser of:

1. The GMWB Fixed Account Contract Value; or
2. $(\text{GMWB Fixed Account Contract Value} + [80\%] \times (\text{Separate Account Contract Value} + \text{Fixed/Guaranteed Account Contract Value}) - \text{Liability}) \div (1-[80\%])$.

If the Ratio is greater than the upper breakpoint of [83%], the amount indicated for transfer to the GMWB Fixed Account is equal to the lesser of:

1. Separate Account Contract Value + Fixed/Guaranteed Account Contract Value; or
2. $(\text{Liability} - \text{GMWB Fixed Account Contract Value} - [80\%] \times (\text{Separate Account Contract Value} + \text{Fixed/Guaranteed Account Contract Value})) \div (1-[80\%])$.

Otherwise, no transfer is indicated.

If the transfer, if any, indicated by the above procedure would result in the GMWB Fixed Account Contract Value exceeding [90%] of the Contract Value, then the actual transfer will be such that exactly [90%] of the Contract Value is allocated to the GMWB Fixed Account. Otherwise, the indicated transfer will be the actual transfer.

ENDORSEMENT



JOINT FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT WITH BONUS, GUARANTEED WITHDRAWAL BALANCE ADJUSTMENT, ANNUAL STEP-UP AND TRANSFER OF ASSETS ~~ENDORSEMENT~~

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date of the Contract, unless another effective date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control.

PLEASE NOTE: THIS ENDORSEMENT CONTAINS A TRANSFER OF ASSETS PROVISION WHICH WILL AUTOMATICALLY TRANSFER FUNDS TO AND FROM THE INVESTMENT DIVISIONS/PORTFOLIOS AND FIXED ACCOUNT OPTIONS/GUARANTEED OPTIONS IN ACCORDANCE WITH THE FORMULAS SPECIFIED IN THE ATTACHED TRANSFER OF ASSETS METHODOLOGY.

AS STATED IN YOUR CONTRACT: THE COMPANY RESERVES THE RIGHT TO REFUSE ANY PREMIUM PAYMENT.

THE OWNER(S) MAY NOT BE CHANGED WHILE THIS ENDORSEMENT IS IN ~~EFFECT~~. EFFECT EXCEPT IN THE FOLLOWING LIMITED CIRCUMSTANCES:

FOR NON-QUALIFIED CONTRACTS THE OWNER(S) MAY CHANGE OWNERSHIP OF THE CONTRACT FROM A NATURAL PERSON TO A TRUST (IF THE OWNER(S) AND THE ANNUITANT(S) ARE THE SAME PERSON) OR FROM A NON-NATURAL PERSON TO ANOTHER NON-NATURAL PERSON OR TO THE ANNUITANT, PROVIDED THAT THESE TYPES OF OWNERSHIP CHANGES DO NOT CONSTITUTE A TAXABLE EVENT AS DEFINED BY THE INTERNAL REVENUE CODE. THE ANNUITANT(S) THEREAFTER CANNOT BE CHANGED.

FOR QUALIFIED CUSTODIAL ACCOUNT CONTRACTS, A CUSTODIAL OWNER MAY CHANGE OWNERSHIP OF THE CONTRACT TO ANOTHER CUSTODIAL OWNER, OR TO THE CONTRACT'S ANNUITANT. IF THE OWNERSHIP OF THE CONTRACT IS CHANGED TO THE ANNUITANT, THE OWNER MUST DESIGNATE THE CONTINGENT ANNUITANT AS THE SPOUSAL BENEFICIARY PROVIDED SUCH DESIGNATION OCCURS AT THE SAME TIME THE OWNERSHIP CHANGE IS REQUESTED. THE ANNUITANT(S) THEREAFTER CANNOT BE CHANGED.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Please note that due to Your selection of this Guaranteed Minimum Withdrawal Benefit, You cannot make any allocations to the 3-Year, 5-Year or 7-Year Fixed Account Option or to the Indexed Fixed Option, if available under Your Contract.

Guaranteed Minimum Withdrawal Benefit (GMWB) Charge:

On a quarterly basis, the charge equals [~~0.26250~~.3250]% of the Guaranteed Withdrawal Balance (GWB) and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB. Upon step-up on or after the [~~5th~~2nd] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB Charge percentage, subject to a maximum GMWB Charge percentage, on a quarterly basis, of [~~0.52500~~.6500]%. |

The GMWB Charge will be discontinued upon the earlier of the termination of this benefit or the date on which the Contract Value equals zero. |

Premium(s):

The Owner may not allocate premium to the GMWB Fixed Account."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"[200%] **GWB ADJUSTMENT DATE.** The later of (a) the Contract Anniversary on or immediately following the youngest Covered Life's [70th] birthday, or (b) the [10th] Contract Anniversary following the effective date of this endorsement.

[400%] **GWB ADJUSTMENT DATE.** The [20th] Contract Anniversary following the effective date of this endorsement.

BENEFIT DETERMINATION BASELINE (BDB). The value used to determine whether the GAWA% will increase upon step-up. |

BONUS PERIOD. The Bonus Period begins on the effective date of this endorsement and will re-start at the time the bonus base is increased due to a step-up if the step-up occurs on or before the Contract Anniversary immediately following the youngest Covered Life's [80th] birthday. The Bonus Period ends on the earlier of (a) the [10th] Contract Anniversary following the beginning of the most recent Bonus Period, or (b) the date on which the Contract Value falls to zero as the result of a partial withdrawal or deduction of charges.

CONTINGENT ANNUITANT. The natural person that is designated as one of the Covered Lives on a Qualified Custodial Account Contract only. Any reference to the Annuitant does not include any Contingent Annuitant.

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

CONTRACT MONTHLY ANNIVERSARY. Each one-month anniversary of the Issue Date.

CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

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

COVERED LIFE. On Qualified Plan contracts, the Owner and the primary spousal Beneficiary named as of the effective date of this endorsement will each be considered a Covered Life. On Qualified Custodial Account Contracts, the Annuitant and the spousal Contingent Annuitant named as of the effective date of this endorsement will each be considered a Covered Life. On Nonqualified Plan contracts, the spousal Joint Owners will each be considered a Covered Life. The Covered Lives may not be subsequently changed.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT (GAWA). The maximum amount the Owner is allowed to withdraw each Contract Year, subject to the Required Minimum Distribution exception stated in this endorsement, for the guarantee to remain fully effective.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT PERCENTAGE (GAWA%). The percentage upon which the GAWA is based.

GMWB FIXED ACCOUNT. A Contract account to and from which amounts will be transferred in accordance with the Transfer of Assets provision.

GMWB FIXED ACCOUNT CONTRACT VALUE. The sum of all amounts transferred ~~and to the GMWB Fixed~~ credited to the GMWB Fixed Account under the Contract, ~~less any amounts canceled or withdrawn for charges, deductions, withdrawals or transfers.~~ plus all interest credited to the GMWB Fixed Account, adjusted for withdrawals (including any applicable charges and adjustments for such withdrawals), transfers and charges.

GMWB FIXED ACCOUNT INTEREST RATE. The rate of interest established by the Company, in its sole discretion, ~~plus any additional interest rate credited by the Company,~~ less any charges due under any optional endorsements to the ~~Contract. In no event will the GMWB Fixed Account Interest Rate be less than the Fixed Account Minimum Interest Rate stated in Your~~ Contract.

GUARANTEED WITHDRAWAL BALANCE (GWB). The value upon which the GMWB Charge and other GMWB values are based.

QUALIFIED CUSTODIAL ACCOUNT CONTRACT. A Qualified Plan contract (including Roth IRAs) with a custodial Owner and Beneficiary.

REQUIRED MINIMUM DISTRIBUTION (RMD). For certain qualified contracts, the Required Minimum Distribution is the amount defined by the Internal Revenue Code and the implementing regulations as the minimum distribution requirement that applies to this Contract only. For purposes of this endorsement, this definition excludes any withdrawal necessary to satisfy the minimum distribution requirements of the Internal Revenue Code if the Contract is purchased with contributions from a nontaxable transfer after the death of the owner of a qualified contract."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT VALUE. The Contract Value equals the sum of the Separate Account Contract Value, the Fixed/Guaranteed Account Contract Value and the GMWB Fixed Account Contract Value."

4) The **GENERAL PROVISIONS: DEFERMENT OF PAYMENTS** provision of the Contract is amended by the addition of the following:

"The Company may defer payment from a GMWB Fixed Account for a period not exceeding six (6) months. Deferral for the six (6) month period will be made only if We make a written request and receive written approval from the regulatory official of the Issue State. Subject to state requirements, interest will be credited during such deferred period."

5) The **ACCUMULATION PROVISIONS** of the Contract is amended by the addition of the following:

"GMWB FIXED ACCOUNT. Amounts transferred to the GMWB Fixed Account will earn interest at the GMWB Fixed Account Interest Rate (or the applicable Fixed Account Minimum Interest Rate, if greater). The rate initially declared for each transfer to the GMWB Fixed Account will remain in effect for a period not less than one year, so long as such amount remains in the GMWB Fixed Account. GMWB Fixed Account Interest Rates for subsequent periods may be higher or lower than the GMWB Fixed Account Interest Rates previously declared by the Company."

6) The following language is added to the **WITHDRAWAL PROVISIONS** of the Contract:

"FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT. The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date: 1) for the lifetime of the last surviving Covered Life if the For Life Guarantee is in effect, or 2) if the For Life Guarantee is not in effect, until the earlier of the death of the Owner or any Joint Owner, the death of the Annuitant on Qualified Custodial Account Contracts, or until the GWB is depleted, regardless of the performance of the Investment Divisions/Portfolios or level of the Contract Value. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the GAWA or the RMD. Withdrawals under the GMWB are non-cumulative; therefore if the Owner does not take the GAWA or the RMD in one year, the Owner may not take more than the greater of the GAWA or the RMD as a guaranteed withdrawal in subsequent years. On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically "step up" to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

The withdrawals made under this endorsement are considered to be the same as any other partial withdrawals for the purposes of calculating any other values under the Contract or any other endorsements attached to the Contract.

For purposes of this endorsement, partial withdrawals are considered to be the entire amount withdrawn from the Contract, including any applicable charges and adjustments for such withdrawals.

A partial withdrawal in excess of the Withdrawal Value (if applicable) will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. A partial withdrawal in excess of the Contract Value will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. In this case, the Contract Value will be set to zero and the Contract Value Reduces to Zero provision will apply.

If the age of either Covered Life is incorrectly stated at the time of the election of the GMWB, on the date the misstatement is discovered the GWB and GAWA will be re-calculated based on the GAWA% applicable at the correct age. If the age at election of either Covered Life falls outside the allowable age range, the GMWB will be null and void and all GMWB Charges will be refunded.

Assessment of GMWB Charge.

The GMWB Charge is as specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value, the Fixed/Guaranteed Account Contract Value, and the GMWB Fixed Account Contract Value. GMWB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMWB Charge will not affect the value of the Accumulation Units. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge.

Guaranteed Withdrawal Balance.

On the effective date of this endorsement, the GWB is determined as follows and is subject to a maximum of [\$5,000,000.00]:

1. If elected as of the Issue Date of the Contract, the GWB equals the initial Premium, net of any applicable premium taxes, [plus any Contract Enhancement](#).
2. If elected after the Issue Date of the Contract, the GWB equals the Contract Value on the effective date of this endorsement, ~~less any applicable Recapture Charges that would be assessed on a full withdrawal.~~

With each subsequent Premium received after this endorsement is effective, the GWB will be recalculated to equal the GWB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, [plus the Contract Enhancement resulting from that Premium payment](#), subject to the maximum shown above.

With each partial withdrawal, the GWB is reduced. If You choose to withdraw an amount that exceeds the greater of the GAWA or the RMD during any Contract Year, the GWB may be reduced by an amount greater than the partial withdrawal.

Partial withdrawals will affect the GWB as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

Guaranteed Annual Withdrawal Amount.

The GAWA% is the percentage upon which the GAWA is based and is defined in the table below:

Attained Age	GAWA%
[55-74	5%
75-84	6%
85+	7%]

The GAWA% is determined at the earlier of: 1) the time of the first withdrawal, 2) the date that the Contract Value reduces to zero, 3) the date that the GMWB endorsement is continued by a spousal Beneficiary who is not a Covered Life, or 4) upon election of the Joint Life Income of the GAWA Income Option. The GAWA% is based on the youngest Covered Life's attained age at the time of determination. The GAWA is equal to the GAWA% multiplied by the GWB at the time of determination.

With each subsequent Premium received after the GAWA% is determined, the GAWA will be recalculated to equal the GAWA prior to the Premium payment plus the GAWA% multiplied by the subsequent Premium payment, net of any applicable premium taxes, [plus the Contract Enhancement resulting from that Premium payment.](#) or the GAWA% multiplied by the increase in the GWB, if less.

Partial withdrawals will affect the GAWA as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GAWA will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.

At the end of each Contract Year after the GAWA has been determined, if the For Life Guarantee is not effective and the GWB is less than the GAWA, the GAWA is set equal to the GWB.

[Benefit Determination Baseline.](#)

[On the effective date of this endorsement, the BDB is determined as follows:](#)

1. [If the effective date of this endorsement is the Issue Date of the Contract, the BDB equals the initial Premium, net of any applicable premium taxes, plus any Contract Enhancement.](#)
2. [If the effective date of this endorsement is after the Issue Date of the Contract, the BDB equals the Contract Value on the effective date of this endorsement.](#)

[With each subsequent Premium received after this endorsement is effective, the BDB will be recalculated to equal the BDB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment.](#)

[No adjustment is made to the BDB for partial withdrawals.](#)

Guaranteed Withdrawal Balance Bonus.

A bonus will be applied to the GWB at the end of each Contract Year during the Bonus Period if no withdrawals are taken during that Contract Year.

At the time the bonus is applied:

1. The GWB equals the GWB prior to the application of the bonus plus ~~7%~~8% of the bonus base, subject to a maximum of [\$5,000,000.00].
2. If the bonus is applied after the GAWA% has been determined, the GAWA is the greater of:
 - a. the GAWA% multiplied by the new GWB; or
 - b. the GAWA prior to the bonus.

The bonus base is determined as follows:

On the effective date of this endorsement, the bonus base is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the bonus base will be recalculated to equal the bonus base prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the bonus base as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the bonus base will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the bonus base is set equal to the lesser of the GWB following the partial withdrawal or the bonus base prior to the partial withdrawal.

If the Owner has elected to discontinue the automatic step-ups together with the application of the bonus, the bonus will no longer be applied to the GWB. However, adjustments to the bonus base due to partial withdrawals and subsequent Premiums will continue as described.

If the Owner elects to reinstate the automatic step-ups together with the application of the bonus, the Bonus Period will not automatically re-start upon reinstatement. The Bonus Period will re-start at the time the bonus base is increased due to a step-up if the step-up occurs on or before the Contract Anniversary immediately following the youngest Covered Life's [80th] birthday. Bonuses may no longer apply if the reinstatement takes effect after the end of the Bonus Period. Reinstatement will not result in retroactive adjustment to the GWB for bonuses that would have occurred had the GWB Bonus provision not been discontinued.

The GWB Bonus provision is terminated on the date the Contract Value is reduced to zero, the date the GMWB endorsement is terminated, or the date the GMWB endorsement is continued by a spousal Beneficiary who is not a Covered Life.

[200%] Guaranteed Withdrawal Balance Adjustment.

If no withdrawals are taken on or prior to the [200%] GWB Adjustment Date, the [200%] GWB adjustment is applied to the GWB on the [200%] GWB Adjustment Date.

At the time the [200%] GWB adjustment is applied, the GWB will be set equal to the greater of the current GWB or the [200%] GWB adjustment, subject to a maximum of [\$5,000,000.00]. Neither the Guaranteed Withdrawal Balance Bonus base nor the GMWB death benefit will be adjusted at the time the [200%] GWB adjustment is applied.

The [200%] GWB adjustment is determined as follows:

On the effective date of this endorsement, the [200%] GWB adjustment is equal to [200%] of the GWB, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received after this endorsement is effective and prior to the first Contract Anniversary following the effective date of this endorsement, the [200%] GWB adjustment is recalculated to equal the [200%] GWB adjustment prior to the Premium payment plus [200%] of the amount of the Premium payment, net of any applicable premium taxes, [plus the Contract Enhancement resulting from that Premium payment,](#) subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received on or after the first Contract Anniversary following the effective date of this endorsement, the [200%] GWB adjustment is recalculated to equal the [200%] GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, [plus the Contract Enhancement resulting from that Premium payment,](#) subject to a maximum of [\$5,000,000.00].

The [200%] GWB Adjustment provision is terminated on the [200%] GWB Adjustment Date, the date the Contract Value is reduced to zero, the date this GMWB endorsement is terminated, or the date this GMWB endorsement is continued by a spousal Beneficiary who is not a Covered Life.

[400%] Guaranteed Withdrawal Balance Adjustment.

If no withdrawals are taken on or prior to the [400%] GWB Adjustment Date, the [400%] GWB adjustment is applied to the GWB on the [400%] GWB Adjustment Date.

At the time the [400%] GWB adjustment is applied, the GWB will be set equal to the greater of the current GWB or the [400%] GWB adjustment, subject to a maximum of [\$5,000,000.00]. Neither the Guaranteed Withdrawal Balance Bonus base nor the GMWB death benefit will be adjusted at the time the [400%] GWB adjustment is applied.

The [400%] GWB adjustment is determined as follows:

On the effective date of this endorsement, the [400%] GWB adjustment is equal to [400%] of the GWB, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received after this endorsement is effective and prior to the first Contract Anniversary following the effective date of this endorsement, the [400%] GWB adjustment is recalculated to equal the [400%] GWB adjustment prior to the Premium payment plus [400%] of the amount of the Premium payment, net of any applicable premium taxes, [plus the Contract Enhancement resulting from that Premium payment](#), subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received on or after the first Contract Anniversary following the effective date of this endorsement, the [400%] GWB adjustment is recalculated to equal the [400%] GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, [plus the Contract Enhancement resulting from that Premium payment](#), subject to a maximum of [\$5,000,000.00].

The [400%] GWB Adjustment provision is terminated on the [400%] GWB Adjustment Date, the date the Contract Value is reduced to zero, the date this GMWB endorsement is terminated, or the date this GMWB endorsement is continued by a spousal Beneficiary who is not a Covered Life.

For Life Guarantee.

The For Life Guarantee becomes effective on the effective date of this endorsement.

The For Life Guarantee is terminated when this GMWB endorsement is terminated or if this GMWB endorsement is continued by a spousal Beneficiary who is not a Covered Life.

Contract Value Reduces to Zero.

If the Contract Value is reduced to zero, all other rights under the Contract cease, no subsequent Premium payments will be accepted, all other endorsements are terminated without value, and Spousal Continuation is not available upon the death of the Owner or the death of any Joint Owner. The Bonus Period is terminated and no further bonuses are applied, the [200%] and [400%] GWB Adjustment provisions are terminated, and the GMWB Death Benefit provision is terminated.

If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the youngest Covered Life's attained age at the time the Contract Value falls to zero and the GAWA will be equal to the GAWA% multiplied by the GWB.

If the For Life Guarantee is effective, the Owner will receive annual payments of the GAWA until the death of the last surviving Covered Life. Upon the death of the last surviving Covered Life, all payments will cease. No death benefit or Earnings Protection Benefit will apply.

If the For Life Guarantee is not effective, the Owner will receive annual payments of the GAWA until the earlier of the depletion of the GWB or the death of the Owner, the death of any Joint Owner, or the death of the Annuitant on Qualified Custodial Account Contracts. With each payment, the GWB is reduced by the amount of the payment until the GWB is depleted. The last payment will not exceed the remaining GWB at the time of payment. Upon the death of the Owner or the death of any Joint Owner or the depletion of the GWB, all payments will cease and Spousal Continuation is not available. No death benefit or Earnings Protection Benefit will apply.

Subject to the Company's approval, the Owner may elect to receive payments more frequently than annually. However, the sum of the payments made during the year may not exceed the annual payment amount described above.

Guaranteed Withdrawal Balance Step-Up.

On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically step up to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

Upon step-up on or after the ~~5th~~2nd Contract Anniversary following the effective date of this endorsement, the Company reserves the right to prospectively increase the GMWB Charge percentage, subject to the maximum GMWB Charge percentage indicated in this endorsement. You will be notified in advance of a GMWB Charge percentage increase and You may elect to discontinue the automatic step-ups. Election to discontinue the automatic step-ups will also discontinue the application of the GWB bonus. You may subsequently elect to reinstate the GWB Step-Up provision together with the GWB Bonus provision at the then current GMWB Charge percentage. All requests will be effective on the Contract Anniversary following receipt of the request in Good Order. Reinstatement will not result in retroactive adjustment to the GWB for step-ups that would have occurred had the automatic step-up provision not been discontinued.

The highest quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the step-up is determined.

The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any Premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment. adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

Partial withdrawals will affect the quarterly adjusted Contract Value as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

At the time of step-up:

1. The GWB is set equal to the highest quarterly Contract Value, subject to a maximum of [\$5,000,000.00].
2. The bonus base will automatically step up to the new GWB if the new GWB is greater than the bonus base.
3. The BDB equals the greater of:
 - a. the highest quarterly Contract Value; or
 - b. the BDB prior to the step-up.

~~3.~~ If the step-up occurs after the GAWA% is determined:

1. If the highest quarterly Contract Value is greater than the BDB prior to the step-up and the For Life Guarantee is still in effect, the GAWA% is re-determined based on the attained age of the youngest Covered Life.
2. ~~determined, the GAWA is set equal to~~ The GAWA is the greater of:
 - a. ~~a. The~~ the GAWA% (as re-determined, if applicable) multiplied by the new GWB; or
 - b. ~~b. The~~ the GAWA prior to the step-up.

Transfer of Assets.

The GMWB requires transfers between the elected Contract Options and the GMWB Fixed Account in accordance with the formulas defined in the attached Transfer of Assets Methodology.

Amounts transferred to the GMWB Fixed Account will be transferred from each Investment Division/Portfolio and Fixed Account Option/Guaranteed Option in proportion to their current value.

Amounts transferred from the GMWB Fixed Account will be allocated to the Investment Divisions/Portfolios and Fixed Account Options/Guaranteed Options according to Your most recent allocation instructions on file with the Company.

These automatic transfers will not count against the [15] free transfers in a Contract Year."

7) The following **WITHDRAWAL PROVISIONS** in the Contract are amended as follows:

"Unless otherwise specified, the withdrawal will be made from each Investment Division/Portfolio, each Fixed Account Option/Guaranteed Option and the GMWB Fixed Account in proportion to their current value. The percentage of a withdrawal taken from the GMWB Fixed Account cannot exceed the ratio of the GMWB Fixed Account Contract Value to the Contract Value. Withdrawals will be based on values at the end of the Business Day on which the request for withdrawal is received in Good Order at the Service Center.

Although ~~additional free withdrawals reduce principal~~ Additional Free Withdrawals reduce Contract Value in the Investment Divisions/Portfolios, Fixed Account Options/Guaranteed Options and GMWB Fixed Account, they do not reduce Remaining Premium."

8) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"Upon the death of the Owner or the death of any Joint Owner, while the Contract is still in force, the death benefit payable is guaranteed not to be less than the GMWB death benefit.

Upon continuation of the Contract by a spousal Beneficiary who is a Covered Life, the spouse may elect to terminate the GMWB on the Continuation Date and thereafter no GMWB Charge will be assessed. If the spouse does not make such election on the Continuation Date, the GMWB will remain in force and all provisions of this endorsement in effect on the Continuation Date will remain in effect. The GAWA% and the GAWA will continue to be determined in accordance with the rules described under the Guaranteed Annual Withdrawal Amount provision. The [200%] and [400%] GWB adjustment will apply in accordance with the [200%] and [400%] Guaranteed Withdrawal Balance Adjustment provisions. Step-ups will continue as permitted in accordance with the rules described under the Guaranteed Withdrawal Balance Step-Up provision. Bonuses will continue to apply in accordance with the rules described in the Guaranteed Withdrawal Balance Bonus provision. Contract Years and Contract Anniversaries will continue to be based on the anniversary of the original Contract's Issue Date and the effective date of this endorsement will continue to be the original endorsement effective date. The attained age used in the determination of the GAWA%, the [200%] GWB Adjustment Date, and the Bonus Period will continue to be based on the original youngest Covered Life's attained age.

Upon continuation of the Contract by a spousal Beneficiary who is not a Covered Life, the spouse may elect to terminate the GMWB on the Continuation Date and thereafter no GMWB Charge will be assessed. If the spouse does not make such election on the Continuation Date, the GMWB will remain in force. If the GMWB is continued, the GMWB death benefit will not be included in any applicable Continuation Adjustment. The For Life Guarantee, Guaranteed Withdrawal Balance Bonus, [200%] and [400%] Guaranteed Withdrawal Balance Adjustment, and GMWB Death Benefit provisions will no longer be effective. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the original youngest Covered Life's attained age on the Continuation ~~Date and~~ Date, the GAWA will be equal to the GAWA% multiplied by the GWB and the GAWA% will not change on future step-ups. No other adjustments will be made to the GWB or the GAWA at the time of such continuation. Step-ups will continue automatically or as permitted in accordance with the rules described under the Guaranteed Withdrawal Balance Step-Up provision. Contract Anniversaries will continue to be based on the anniversary of the original Contract's Issue Date and the effective date of this endorsement will continue to be the original endorsement effective date.

GMWB Death Benefit.

On the effective date of this endorsement, the GMWB death benefit is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the GMWB death benefit is recalculated to equal the GMWB death benefit prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus the Contract Enhancement resulting from that Premium payment, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the GMWB death benefit as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GMWB death benefit is equal to the greater of:
 - a. the GMWB death benefit prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GMWB death benefit is equal to the greater of:
 - a. the GMWB death benefit prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

The GMWB death benefit will terminate on the date the Contract Value equals zero or upon the date the Contract is continued by a spousal Beneficiary who is not a Covered Life."

9) The following language is added to the **INCOME PROVISIONS** of the Contract:

"On the Latest Income Date if the For Life Guarantee is in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:

Joint Life Income of the GAWA. The Owner is entitled to receive payments of a fixed dollar amount payable during the lifetime of the last surviving Covered Life. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option. This amount will be paid in the frequency (not less than annually) that the Owner elects. No further annuity payments are payable after the death of the last surviving Covered Life, and there is no provision for a death benefit payable to the Beneficiary. Therefore, it is possible for only one annuity payment to be made under this Income Option if both Covered Lives die before the due date of the second payment. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the youngest Covered Life's attained age at the time of election of this Income Option and the GAWA will be equal to the GAWA% multiplied by the GWB.

On the Latest Income Date if the For Life Guarantee is not in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:

Specified Period Income of the GAWA. The Owner is entitled to receive payments of a fixed dollar amount for a stated number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. Upon each payment, the GWB will be reduced by the payment amount. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option, but will not exceed the remaining GWB. This amount will be paid over the determined number of years in the frequency (not less than annually) that the Owner elects. If, at the death of the Owner, payments have been made for less than the stated number of years, the remaining payments will be made to the Beneficiary. This option may not be available on certain Qualified Plans."

TERMINATION OF THE GMWB. The GMWB will terminate, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge, and all benefits under this endorsement will cease on the earlier of:

1. the Contract Anniversary following receipt of the Owner's request for termination in Good Order;
2. the date the Owner elects to receive income payments under the Contract;
3. the Latest Income Date;
4. the date of a full surrender;
5. the date upon which the Contract terminates because the Owner, any Joint Owner, or on Qualified Custodial Account Contracts the Annuitant dies, unless continued by the spouse;
6. the Continuation Date if the spousal Beneficiary elects to terminate the GMWB; and
7. the date upon which all obligations for payment under this endorsement have been satisfied after the Contract has been terminated.

If the GMWB is terminated and the Contract remains in force, the GMWB Fixed Account Contract Value will be transferred to the Investment Divisions/Portfolios and Fixed Account Options/Guaranteed Options according to Your most recent allocation instructions on file with the Company.

Endorsement effective date (if different from Issue Date of the Contract): _____

**Signed for the
Jackson National Life Insurance Company**



President and Chief Executive Officer

JACKSON NATIONAL LIFE INSURANCE COMPANY
Joint For Life Guaranteed Minimum Withdrawal Benefit With Bonus,
Guaranteed Withdrawal Balance Adjustment and Annual Step-Up
Transfer of Assets Methodology

On each Contract Monthly Anniversary, transfers to or from the GMWB Fixed Account will be determined based on the formulas defined below.

Liability = GAWA x annuity factor

If the GAWA% has not yet been determined, the GAWA used in the Liability calculation will be based on the GAWA% corresponding to the youngest Covered Life's attained age at the time the Liability is calculated, multiplied by the GWB at that time.

The table of annuity factors is set at election of this endorsement and does not change.

Ratio = (Liability – GMWB Fixed Account Contract Value) ÷ (Separate Account Contract Value + Fixed/Guaranteed Account Contract Value)

If the sum of the Separate Account Contract Value and the Fixed/Guaranteed Account Contract Value is equal to zero, the Ratio will not be calculated.

The indicated transfer amount is determined as follows:

If the Ratio is less than the lower breakpoint of [77%] or if the GMWB Fixed Account Contract Value is greater than the Liability and all funds are allocated to the GMWB Fixed Account, the amount indicated for transfer from the GMWB Fixed Account is equal to the lesser of:

1. The GMWB Fixed Account Contract Value; or
2. $(\text{GMWB Fixed Account Contract Value} + [80\%] \times (\text{Separate Account Contract Value} + \text{Fixed/Guaranteed Account Contract Value}) - \text{Liability}) \div (1-[80\%])$.

If the Ratio is greater than the upper breakpoint of [83%], the amount indicated for transfer to the GMWB Fixed Account is equal to the lesser of:

1. Separate Account Contract Value + Fixed/Guaranteed Account Contract Value; or
2. $(\text{Liability} - \text{GMWB Fixed Account Contract Value} - [80\%] \times (\text{Separate Account Contract Value} + \text{Fixed/Guaranteed Account Contract Value})) \div (1-[80\%])$.

Otherwise, no transfer is indicated.

If the transfer, if any, indicated by the above procedure would result in the GMWB Fixed Account Contract Value exceeding [90%] of the Contract Value, then the actual transfer will be such that exactly [90%] of the Contract Value is allocated to the GMWB Fixed Account. Otherwise, the indicated transfer will be the actual transfer.