

SERFF Tracking Number: CAKN-126676715 State: Arkansas
 Filing Company: Catholic Knights State Tracking Number: 46023
 Company Tracking Number: 12-610
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
 Variable
 Product Name: FPDA-10
 Project Name/Number: CNO-12/12-610

Filing at a Glance

Company: Catholic Knights

Product Name: FPDA-10

TOI: A02I Individual Annuities- Deferred Non-
 Variable

Sub-TOI: A02I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: CAKN-126676715 State: Arkansas

SERFF Status: Closed-Approved- State Tr Num: 46023
 Closed

Co Tr Num: 12-610

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Donna Peterson

Disposition Date: 07/01/2010

Date Submitted: 06/23/2010

Disposition Status: Approved-
 Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: CNO-12

Project Number: 12-610

Requested Filing Mode:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Wisconsin, our
 state of domicile, is part of the Interstate
 Compact and this product was filed with the
 Compact since the merger.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 07/01/2010

Created By: Donna Peterson

Corresponding Filing Tracking Number:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/01/2010

Deemer Date:

Submitted By: Donna Peterson

Filing Description:

Catholic Knights, a fraternal society, merged with Catholic Family Life Insurance April 1, 2010. A new name was chosen by our new combined board of directors the first weekend in June. Wisconsin, our state of domicile, approved the new name June 17, 2010. An application for name change is being filed in your state this week. This is the only reason the society name is bracketed throughout the policy as variable.

SERFF Tracking Number: CAKN-126676715 State: Arkansas
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 Variable
 Product Name: FPDA-10
 Project Name/Number: CNO-12/12-610

For the new merged society we are filing a complete new portfolio. This form is not replacing any previous filings.

With this filing are the following forms:

Flexible Premium Deferred Annuity - form number 2010 FPDA-10 AR;
 Annuity Application for Membership and Annuity - form number 2010 ANTY APP;
 Traditional IRA Endorsement - form number 2010 1025 (1-08); and
 Roth IRA Endorsement - form number 2010 6025 (1-08).

The Application for Annuity and Membership, as well as the Endorsements, will be used for this annuity and other future annuities that will be filed.

The Endorsements were created with Federal mandated language to qualify the annuity. The Endorsements are exempt from flesch scoring.

Company and Contact

Filing Contact Information

Donna Peterson, donnap@cflfi.org
 1100 W Wells Street 414-278-6509 [Phone]
 Milwaukee, WI 53233

Filing Company Information

Catholic Knights CoCode: 56030 State of Domicile: Wisconsin
 1100 West Wells Street Group Code: Company Type: Fraternal
 Milwaukee, WI 53233 Group Name: State ID Number: 2796
 (414) 273-6266 ext. 6468[Phone] FEIN Number: 39-0201015

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Catholic Knights	\$50.00	06/23/2010	37436535

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 Product Name: FPDA-10
 Project Name/Number: CNO-12/12-610

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/01/2010	07/01/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	06/24/2010	06/24/2010	Donna Peterson	06/28/2010	06/28/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Additional filing fee	Note To Filer	Linda Bird	06/25/2010	06/25/2010
additional filing fees	Note To Reviewer	Donna Peterson	06/24/2010	06/24/2010
Additional filing fee	Note To Filer	Linda Bird	06/24/2010	06/24/2010
Dear Ms Bird:	Note To Reviewer	Donna Peterson	06/24/2010	06/24/2010

SERFF Tracking Number: CAKN-126676715 *State:* Arkansas
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Disposition

Disposition Date: 07/01/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Form	Flexible Premium Deferred Annuity		Yes
Form	Application for Membership and Annuity		Yes
Form	Traditional IRA Endorsement		Yes
Form	Roth IRA Endorsement		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/24/2010
Submitted Date 06/24/2010
Respond By Date 07/26/2010

Dear Donna Peterson,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$150.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/28/2010
Submitted Date 06/28/2010

Dear Linda Bird,

Comments:

Response 1

Comments: Check No. 0009047343 for \$150 was mailed today. Mailed to:

MS LINDA BIRD LIFE & HEALTH DIV
AR DEPARTMENT OF INS
1200 W THIRD ST - 3RD AND CROSS
LITTLE ROCK AR 72201-1904

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$150.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Donna Peterson

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Product Name: FPDA-10
Project Name/Number: CNO-12/12-610

Note To Filer

Created By:

Linda Bird on 06/25/2010 08:33 AM

Last Edited By:

Linda Bird

Submitted On:

06/28/2010 02:45 PM

Subject:

Additional filing fee

Comments:

Yes, the AID# is the State Tracking Number. Thank you for your cooperation in this matter.

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Product Name: FPDA-10
Project Name/Number: CNO-12/12-610

Note To Reviewer

Created By:

Donna Peterson on 06/24/2010 04:05 PM

Last Edited By:

Linda Bird

Submitted On:

06/28/2010 02:45 PM

Subject:

additional filing fees

Comments:

I will have accounting cut a check tomorrow June 25 and it should be in your hands early next week. I have one additional question - on the check you said I should list the SERFF number and the state AID #. What is an AID number? Is that the state tracking number?

Ms. Bird I really appreciate your help with this filing glitch. I looked up the fees in the SERFF general instructions and point number 3 caused the confusion for me. I'm going to suggest to the SERFF team that they clarify it. It states there are additional fees if filed separately and that lead me to believe the one fee/one filing was \$50. Thanks for your help and patience.

Donna Peterson

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Product Name: FPDA-10
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Note To Filer

Created By:

Linda Bird on 06/24/2010 03:32 PM

Last Edited By:

Linda Bird

Submitted On:

06/28/2010 02:45 PM

Subject:

Additional filing fee

Comments:

If you are unable to submit the additonal fee by EFT you can forward a check by regular mail. Please include the state AID# and the SERFF# on your check and direct to my attention in the Life & Health Division. We will hold your filing in a pending status until the fee is received.

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Product Name: FPDA-10
Project Name/Number: CNO-12/12-610

Note To Reviewer

Created By:

Donna Peterson on 06/24/2010 11:24 AM

Last Edited By:

Linda Bird

Submitted On:

06/28/2010 02:45 PM

Subject:

Dear Ms Bird:

Comments:

I will be happy to send the additional \$150. How would you like to receive it?

I went on SERFF and was going to EFT the additional money - however that is not an option. I called the SERFF help line to make sure I wasn't missing something. They indicated that if the screens for EFT do not come up as I was seeing sending the money that route was not an option.

Thank you for holding our file in pending until this gets straighted out. Feel free to contact me via SERFF, phone or email. I appreciate your assistance.

Donna Peterson

800-927-2547 ext. 6509

donna@cfl.org

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Form Schedule

Lead Form Number: 2010 FPDA-10

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	2010 FPDA-10 AR	Policy/Cont	Flexible Premium ract/Fratern al Certificate	Initial		50.400	FPDA-10 AR.pdf
	2010 ANTY APP	Application/ Enrollment Form	Application for Membership and Annuity	Initial		50.400	Anty app fnl fld vrsn 6- 22.pdf
	1025 (1/2008)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Traditional IRA Endorsement	Initial		0.000	1025 Endrsmt.pdf
	6025 (1/2008)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Roth IRA Endorsement	Initial		0.000	6025 Endrsmt.pdf



[CATHOLIC KNIGHTS]
1100 West Wells Street
Milwaukee Wisconsin 53233
800-927-2547
[www.catholicknights.org]

Annuitant: [John Doe]
Certificate Number: [123456]

FLEXIBLE PREMIUM DEFERRED ANNUITY
Guaranteed Cash Values
Guaranteed Annuity
Premiums Payable to the Maturity Date or to prior Settlement Date
Participating

READ YOUR CONTRACT CAREFULLY This is a legally binding insurance contract between you and [Catholic Knights]. The contract is issued based on the signed application and receipt of the full payment of the initial premium.

[Catholic Knights] agrees to pay the benefits provided in this contract subject to its terms and conditions.

RIGHT TO CANCEL – The owner may cancel this contract for any reason before midnight on the twentieth (20th) day after the owner received the certificate. If the contract is a replacement contract the owner may cancel this contract for any reasons before midnight on the thirtieth (30th) day after receipt of the certificate.

This is done by delivering or mailing a written notice and the certificate to [Catholic Knights], 1100 West Wells Street, Milwaukee, Wisconsin 53233, to our authorized agent through whom you purchased the insurance, or to any [Catholic Knights] authorized agent. If mail is used, it is effective on the date postmarked with a correct address and sufficient postage. [Catholic Knights] will return all payments for this insurance within ten (10) days after it receives the notice and the certificate. This contract will then be void from the beginning.

Signed at our Home Office in Milwaukee, Wisconsin, on the certificate date.

[
[*William R. O'Toole* *Allen G. Foye*]
]

President

Secretary

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SECTION 1 SPECIFICATIONS PAGE

ANNUITANT: [John D. Doe]
ANNUITANT GENDER: [Male]

ANNUITANT DATE OF BIRTH: [6/1/1975]
CERTIFICATE NUMBER: [1234567]

CERTIFICATE DATE: [7/1/2010]

(The Certificate Date is the Effective Date for tax qualified plan provisions. The Owner shall comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.)

INITIAL MATURITY DATE: [7/1/2065]
OWNER: [John D. Doe]

INITIAL PAYMENT: [\$50.00]

DIVIDENDS are not guaranteed. We do not expect that any dividend will be paid for this contract since it is not expected to contribute to divisible surplus

GUARANTEED MINIMUM INTEREST RATES:

The guaranteed minimum interest rates for this contract as of the Certificate Date are:
Contract Year 1: [4.15 %]
Contract Years [2]-[4]: [4.00%]
Contract Years: [5]-[10]: [3.00%]
Contract Years 11 and higher: [1.25%]

SURRENDER AND WITHDRAWAL PROVISIONS

This certificate provides certain limits on partial withdrawals. See section 6.2. This contract also provides for withdrawal charges in some instances if the owner surrenders the contract or takes partial withdrawals before a specified date.

There are no withdrawal charges for any withdrawal or surrender that:

- (a) is not more than ten percent (10%) of the cash value at that time less the sum of previous withdrawals during the current contract year; or
- (b) is applied to a payout plan C or D under section 8.2; or
- (c) occurs after the tenth contract year.

There are withdrawal charges for each other partial withdrawal or surrender. Each withdrawal charge is a percentage of the amount withdrawn. The withdrawal charge is nine percent (9%) in the first contract year, nine percent (9%) in the second contract year, and one percentage point less for each subsequent contract year, so that there is no withdrawal charge after the tenth contract year.

FUTURE FLEXIBLE PREMIUMS must be at least \$25.

BENEFICIARY As stated in the application unless subsequently changed as provided in this contract.

The effective date and issue age of each benefit is the certificate date and issue age provided in the certificate, unless otherwise specified.

Any paid-up annuity, cash surrender values or death benefits that may be available under the contract are not less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model # 805.

The telephone number of the AR Department of Insurance is 501-371-2600

SECTION 2. DEFINITIONS

YOU and **YOUR** refer to the owner of this annuity contract. The owner is as shown in Section 1, unless later changed as provided in this certificate. The owner may be someone other than the annuitant.

WE, US and **OUR** means [Catholic Knights].

The **BENEFICIARY** is the person who has a right to receive the death benefit proceeds.

The **CERTIFICATE DATE** is the date this contract goes into effect. It is shown in Section I.

The **CONTRACT** is this certificate, together with the application and any riders. Our Amended and Restated Articles of Incorporation and Bylaws also are part of the contract.

CONTRACT YEARS and **MONTHS** are measured from the certificate date shown in Section 1. For example, if the certificate date is September 1, 2010, the first year ends August 31, 2011.

IN FORCE means this contract is in effect.

A **RIDER** is an attachment to the contract. It provides additional benefits.

TERMINATE means this contract is no longer in effect.

WRITTEN NOTICE means information received at our Home Office. Such information must be written, signed by you, and acceptable to us.

To make this certificate clear and easy to read, we have left out many cross references and conditional statements. Therefore, the provisions of the certificate must be read as a whole.

SECTION 3 PARTIES

3.1 The Owner

The initial owner is named on page 3. There may be subsequent owners. In this contract, "owner" refers to the then-current owner. Before the maturity date, the owner has surrender rights, the right to receive the annuity proceeds at the maturity date, and other rights as specified below. The owner's death before the annuitant's death and before the maturity date causes payment of the death benefit.

3.2 The Annuitant

The annuitant is named on page 3. The annuitant is the measuring life that determines the payments of the annuity proceeds at the maturity date. The annuitant's death before the owner's death and before the maturity date causes payment of the death benefit.

3.3 The Beneficiary

The initial beneficiary is named in the application. The owner may change beneficiaries. In this contract, "beneficiary" refers to the then-current beneficiary. If the owner or the annuitant dies before the maturity date, the death benefit is paid to the beneficiary.

If a beneficiary is an entity that is ignored pursuant to IRC section 72(u) or the corresponding provision of any future U.S. tax law, the entity will be deemed to be a natural person for purposes of section 7.1(c)(3) and 8.1. The deemed natural person will be the individual for whom the entity is deemed to be acting as an agent.

SECTION 4 BENEFITS

4.1 Annuity Proceeds

The annuity proceeds are the total of:
the guaranteed value; plus
any Excess interest; minus
a withdrawal charge, if any.

4.2 Payment of the Annuity Proceeds

The annuity proceeds will be paid to, or applied to a settlement option for;

1. The owner upon cash surrender of this contract; or
2. One or more designated beneficiaries at the death of the owner or the annuitant before the maturity date; or
3. The owner at the maturity date,

whichever of these events occurs first. Upon such payment or application of the full annuity proceeds, this contract will terminate. There are no withdrawal charges for payments at the death of the owner or the annuitant.

SECTION 5 PAYMENT AT THE MATURITY DATE

5.1 Maturity Date

This initial maturity date is stated on page 3. Before a maturity date then in effect, the owner may extend the maturity date to any date permitted by our maturity-date rules then in effect.

To change the maturity date, the owner must comply with the procedures specified by those rules. These procedures may include a rule that deems the owner to have accepted an extended maturity date that we propose if the owner does not timely notify us of non-acceptance. Hereinafter, "maturity date" refers to the then-current maturity date.

5.2 Payments

The annuity proceeds become payable to the owner on the maturity date if at that time the annuitant is alive and this contract is in force. The payments will be made pursuant to the owner's election of a lump sum or a payout plan.

If the owner does not make an election, we will pay the annuity proceeds as a life annuity with a period certain of ten years unless otherwise provided under the Internal Revenue Code. If the owner elects a payout plan based on a life, we will use the annuitant's life to determine the amount, duration and other terms of the plan.

SECTION 6 SURRENDER AND WITHDRAWAL PROVISIONS

6.1 Full Cash Surrender

The owner may surrender this contract at any time before the maturity date while the annuitant is alive. The surrender will be effective when we receive a satisfactory written surrender request at our home office.

Except as provided in the next paragraph, upon surrender, we will pay the owner the annuity proceeds as reduced by any withdrawal charges. The owner may apply all or part of the annuity proceeds to a payout plan under section 8. The contract will terminate on the date of surrender.

We may defer the payment of the proceeds for not more than six (6) months. If the deferral exceeds thirty-one (31) days, we will pay interest at the rate of three percent (3%) per annum for the deferral period.

6.2 Partial Cash Withdrawal

The owner may make withdrawals under the following rules:

- a) Only accumulated interest may be withdrawn during the first year.
- b) Each withdrawal must be at least \$100.
- c) The owner may make up to twelve (12) scheduled, electronic withdrawals per year and up to four (4) non-scheduled withdrawals per year.

6.3 Withdrawal Charges

There are no withdrawal charges for any withdrawal or surrender that:

- (a) is not more than
 - (1) ten percent (10%) of the cash value at that time less;
 - (2) the sum of previous withdrawals during the current contract year; or
- (b) is applied to a payout plan C or D under section 8.2; or
- (c) occurs after the tenth contract year.

There are withdrawal charges for each other partial withdrawal or surrender. Each withdrawal charge is a percentage of the amount withdrawn. The withdrawal charge is nine percent (9%) in the first contract year, nine percent (9%) in the second contract year, and one percentage point less for each subsequent contract year, so that there is no withdrawal charge after the tenth contract year.

6.4 Minimum Annuity Proceeds

We have the right to terminate this contract on any contract anniversary if:

1. the Annuity Proceeds is less than \$1,000; and
2. no premium payment has been received by us for at least 36 months.

We will notify you 60 days prior to termination of the contract. Upon termination we will pay you the annuity proceeds. No withdrawal charges will apply.

SECTION 7 DEATH OF THE OWNER OR ANNUITANT BEFORE MATURITY DATE

7.1 The Owner's Death

This subsection 7.1 applies upon receipt of due proof of death of the owner before the maturity date if the owner is also the annuitant or the annuitant is still alive.

(a) If the owner's spouse survives and is the sole primary beneficiary, the spouse may elect to continue this contract in force as the owner and annuitant, unless the owner chose a mandatory method of payment in the beneficiary designation that does not allow the spouse to change it. This subsection 7.1(a) does not apply to the subsequent death of the surviving spouse.

(b) If the owner's spouse does not make that election and in all other cases is not covered by subsection (a), the annuity proceeds will be paid to the beneficiary in a way that conforms to the restrictions of subsection 7.1(c) and to any method of payment that the deceased owner mandated.

To the extent that the preceding sentence leaves choices available to the beneficiary, the beneficiary may choose to receive the annuity proceeds in a lump sum and/or under one or more of the payout plans.

(c) The restrictions to which subsections 7.1(b) and 7.2(b) refer are that the payments must be:

- 1) in a lump sum paid within five years after the decedent's death; or
- 2) under a payout plan A or C that specifies that full distribution must be made no later than five years after the decedent's death; or
- 3) under a payout plan C or D that specifies a payment period that begins within one year after the decedent's death and ends either at the beneficiary's death or at the end of a period not extending beyond the beneficiary's life expectancy; this option is available only if the beneficiary is a natural person.

7.2 The Annuitant's Death

This subsection applies upon the annuitant's death if the annuitant is not the owner and dies before the owner and before the maturity date. Upon the receipt of due proof of the annuitant's death:

(a) If the annuitant's spouse is the owner and sole first beneficiary, the owner may elect to continue this contract in force with the surviving spouse as the annuitant and owner.

(b) If the owner is not a natural person, the annuity proceeds will be paid to the beneficiary in a way that conforms to the restrictions of subsection 7.1(c)(1) or (2). To the extent that the preceding sentence leaves choices available to the beneficiary, the beneficiary may elect to receive the annuity proceeds in a lump sum and/or under one or more of the payout plans.

(c) If the owner does not elect under subsection 7.2(a) and subsection 7.2(b) does not apply, the annuity proceeds will be paid to the beneficiary. To the extent that the deceased owner did not mandate a form of payment, the beneficiary may elect a lump sum and/or one or more of the payout plans.

SECTION 8 PAYOUT PLANS

8.1 Payout Plan Rules

The measuring life will be the annuitant, the owner, or the beneficiary for payments made pursuant to sections 5.2, 6.1, and 7 respectively.

All elections of payout plans must be made in accordance with our procedures and will take effect when we record them. When a payout plan starts, we will issue a contract that will contain the plan's terms. If the payee is not a natural person, the choice of a payout plan will be subject to our approval.

A payee who receives a contract providing for payments for life but with a selected guarantee period pursuant to plan C or E may from time-to-time designate one or more payout plan beneficiaries who would receive the guaranteed payment after the payee's death.

If the payee does not designate a payout plan beneficiary or if no payout plan beneficiary survives the payee, any amount payable upon the payee's death will be paid to the payee's estate.

8.2 Payout Plans

The payout plans are:

- A. Interest Deposit Account**— The allocated proceeds will earn interest annually at rates that we determine from time to time, but never less than one percent (1%). The interest may be paid periodically or left to accumulate. The payee may withdraw all or part of the account at any time.
- B. Payments For a Guaranteed Period**-- We will periodically pay the amount that is calculated so that the allocated proceeds plus interest are fully paid over a guaranteed period that may be selected. The guaranteed period must be at least five years. We reserve the right to set a maximum limit. The payee may not withdraw any of the account at any time.

C. Payments Based on a Single Life

1. **Life** --We will periodically pay the amount that is calculated so that the allocated proceeds plus interest would be fully paid over the payee's life expectancy. We will make no further payments after the payee's death. The payee may not withdraw any of the account at any time.
2. **Life with Period Certain** --We will periodically pay the amount that is calculated so that the allocated proceeds plus interest would be fully paid over a period based on the payee's life expectancy and the probability that the payee would not survive a certain period that may be selected. The period certain must be either ten or twenty years.

If the payee dies during the certain period, we will pay the present value of the remaining certain-period payments to the payout plan beneficiary pursuant to his or her election of a lump sum or an eligible payout pay out plan. To be eligible, the pay out plan must pay out at least as rapidly as the plan in effect when the payee died.

If the payout plan beneficiary does not make such an election, we will pay the annuity proceeds in a lump sum. If the payee survives beyond the selected period, we will continue making the periodic payments until the payee's death.

- D. Joint and Survivor Lifetime Payments** ---We will periodically pay the amount that is calculated so that the allocated proceeds plus interest would be fully paid over a period based on the life expectancies of two payees. We will pay that amount as long as one or both payees are living.
- E. Other Plans**--Other periodic plans may be arranged with us.

F. Minimum Payment Guarantee

1. The amount of the periodic payment under paragraphs B through E will be determined by a single interest rate that we will declare when the plan takes effect and which will be at least one and one half percent (1.5%). Payments that depend on one or more lives will also be determined by a mortality table that we will declare when the plan takes effect and which will be at least as favorable to the beneficiary as the Annuity 2000 Mortality tables, split by sex.
2. Tables 1, 2 and 3 show the minimum guaranteed payments for each plan under paragraphs B, C and D respectively under certain stated assumptions.

8.3 Frequency of Payments

Monthly, quarterly, semi-annual or annual payments may be selected.

8.4 Payout Plan Guaranteed Payments

The monthly amounts shown are for each \$1,000 applied. To change monthly payments to quarterly, semiannual or annual payments, multiply the monthly amount by 3.00; 6.02; or 12.08, respectively. The tables assume that no withdrawals are made; only the guaranteed interest of one and one-half percent (1.5%) is paid, and payments are made at the end of the payment mode selected.

Tables 2 and 3 are based on the Annuity 2000 Mortality tables, split by sex.

TABLE 1 PAYOUT PLAN B: PAYMENTS FOR A GUARANTEED PERIOD							
Years Selected	Monthly Amounts	Years Selected	Monthly Amounts	Years Selected	Monthly Amounts	Years Selected	Monthly Amounts
5	17.31	9	9.90	13	7.05	17	5.55
6	14.53	10	8.97	14	6.60	18	5.28
7	12.54	11	8.22	15	6.20	19	5.04
8	11.06	12	7.59	16	5.86	20	4.82

TABLE 2 PAYOUT PLANS C: PAYMENTS FOR LIFE						
Payee's Age	No Certain Period		Certain Periods			
			10 Year		20 Year	
	Male	Female	Male	Female	Male	Female
50	3.26	3.01	3.23	3.00	3.15	2.96
55	3.65	3.35	3.61	3.33	3.46	3.25
60	4.17	3.79	4.09	3.75	3.80	3.59
65	4.88	4.39	4.71	4.30	4.15	3.97
70	5.86	5.22	5.47	5.02	4.45	4.34

TABLE 3 PAYOUT PLAN D: JOINT AND SURVIVOR LIFETIME ANNUITY PAYMENTS					
Male Age	Female Age				
	50	55	60	65	70
50	2.72	2.86	2.97	3.06	3.13
55	2.81	2.99	3.16	3.31	3.42
60	2.88	3.10	3.33	3.55	3.75
65	2.93	3.19	3.48	3.79	4.09
70	2.96	3.25	3.59	3.99	4.41

The annuity benefits at the time of their commencement will not be less than those that would be provided by the application of the cash surrender value to purchase a single premium immediate annuity contract at purchase rates offered by us at the time to the same class of annuitants.

SECTION 9 OWNERSHIP

9.1 The Owner

The owner may exercise all contractual rights during the lifetime of the annuitant, without the consent of any beneficiary unless the beneficiary has been made irrevocable. The owner's rights expire at the maturity date, except for the right under section 5.2 to elect a payout plan.

9.2 Transfer of Ownership

Prior to the maturity date, the owner may transfer the ownership of this contract by a written assignment that is satisfactory to us and received at our home office. Such a transfer is then effective when the owner signs the assignment.

9.3 Collateral Assignment

Prior to the maturity date, the owner may assign this contract as collateral security by a written assignment that is satisfactory to us. We assume no responsibility for the validity or effect of any collateral assignment of this contract. We will not be responsible to an assignee for any payment or other action that we take before we receive the assignment at our home office.

An assignment of this contract as collateral for a loan will modify a prior choice of payout plan. The amount due the assignee will be payable in one sum, and the balance will be applied under the payout plan. Payout plans may not be assigned for the benefit of creditors.

The rights of a beneficiary under this contract are subordinate to those of an assignee, unless the beneficiary was effectively designated as an irrevocable beneficiary prior to the assignment.

9.4 Successor Owner

The contract owner may designate a successor owner to assume the responsibilities and duties of the contract owner in the event of the death of the owner. The successor owner may be an individual, at least 18 years of age, or a corporation, partnership, trust or other entity. The successor owner has no rights in regard to the contract and cannot direct any changes, conversion, transfers or cancellations, except in the event of the death of the contract owner. The contract owner may change the designation of the successor owner at any time.

SECTION 10 BENEFICIARY

10.1 Designated Beneficiary

The owner may designate one or more beneficiaries to receive the annuity proceeds upon the death of the owner or the annuitant before the maturity date ("the applicable death"). A designation may include one or more contingent beneficiaries who become the beneficiaries if all the primary beneficiaries die before the applicable death. If more than one beneficiary in the applicable class (primary or contingent) is alive at the applicable death, we will pay them in equal shares unless the owner has specified otherwise. If no designated beneficiary is alive at the applicable death, we will pay the owner if then living or, if not, the owner's estate.

10.2 Change of Beneficiary

While the annuitant is alive, the owner may change any beneficiary by signing a written notice and sending it to us. A beneficiary cannot be changed without the consent of any irrevocable beneficiary. No change is binding on us until it is recorded at our home office. Once recorded, the change binds us as of the date the owner signed it. The change will not apply to any payment we made before we recorded the owner's request. We may require that you send us this certificate to make the change.

SECTION 11 PREMIUMS

11.1 Flexible Premium Payment

Each premium is payable to us at our home office. Premiums may be paid at any payment interval that we offer from time to time. We allow changes from one payment mode to another. The initial payment is shown on page 3.

The owner may vary subsequent payments, but each payment must be at least \$25. The owner may skip any or all future premium payments without causing the termination of the contract. The owner may resume premium payments after skipping one or more payments. The annuity proceeds depend upon the premiums paid. Premiums may be paid only while the annuitant is alive and the maturity date has not been reached.

SECTION 12 GUARANTEED VALUE AND EXCESS INTEREST

12.1 Guaranteed Value

The guaranteed value of this contract is the accumulation of premiums, offset by withdrawals, at the Guaranteed Minimum Interest Rates listed on Page 3. Interest begins to accumulate on a premium when the home office receives it. Guaranteed values at any time during a contract year will be determined with allowance for the part of the year that has elapsed.

12.2 Excess Interest

In addition to the guaranteed values, we may pay or credit excess interest from time to time at an interest rate specified by us.

SECTION 13 DIVIDENDS

13.1 Dividends

Each year we determine our divisible surplus. We will credit this contract's share, if any, on the contract anniversary. Since we do not expect this contract to contribute to divisible surplus, we do not expect to credit any dividends to it. If a dividend were credited, the owner could choose between receiving it in cash or applying it toward a premium payment. If an option is not selected, the automatic option will be to apply the dividend toward a premium payment.

SECTION 14 GENERAL PROVISIONS

14.1 The Contract

This contract is issued in consideration of:

- a. your application;
- b. the payment of premiums; and
- c. the contract and rider provisions.

The entire contract consists of:

- a. this certificate;
- b. any additional benefits provided by rider;
- c. the attached application;
- d. any required medical examination or declaration of insurability; and
- e. our Amended and Restated Articles of Incorporation and Bylaws, as amended from time to time.

No change in our Articles of Incorporation or Bylaws as amended made after the contract date shall reduce or change the benefits promised in this contract. You may continue this contract in force even if membership in the [Catholic Knights] is terminated except for nonpayment of premium or within the contestable period for material misrepresentation in the application. No provision in the Articles or Bylaws provides for the determination of coverage under this contract.

All statements made by the applicant for issuance, reinstatement or renewal of this contract shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement, unless made in the application, to void this contract or to deny a claim.

No agent or person other than the President or Secretary has the authority to change or modify this contract or waive any of its provisions.

Any paid-up annuity, cash surrender or death benefits that may be available under this contract are not less than the minimum benefits required by any statute of the state in which the contract is delivered.

14.2 Incontestability

We will not contest this contract after it has been in force for two years from the contract date.

14.3 Misstatement of Age or Sex

If the annuitant's age or sex is not correctly shown in the application, we will adjust the income payable. The annuity income on the maturity date will be based on the annuitant's correct age and sex at that time.

14.4 Maintenance of Legal Reserves

The reserves held on your contract are computed according to the standards prescribed by law. If, for any reason at any time, we do not have sufficient assets to cover the reserves, the Board of Directors may require that the amount of such deficiency shall be equitably apportioned to all outstanding contracts. The amount thus apportioned to your contract shall either:

- a. be paid in cash by you; or
- b. be an indebtedness against your contract at an 8% rate of interest per annum; or
- c. proportionately reduce benefits under the contract.

The Board of Directors may specify the manner of election and which alternative is to be presumed if no election is made.

14.5 Effective Date of Changes

Any election or request for a change provided in this contract must be received, approved and recorded at the home office before it is effective. Once received, approved and recorded, it is effective as of the date it was signed or the date it was received at the home office if no signing date appears on it.

14.6 Amendment of Contract

We reserve the right to amend this contract at any time without the owner's consent if we determine that the amendment is necessary to preserve the contract's status as an annuity for tax purposes.

14.7 Forms and Procedures

We may require the owner to follow our procedures and to use our forms to take any action, such as changing a beneficiary or requesting a payment. We may require the owner to submit this certificate for endorsement to show any change. The owner may obtain any information and forms from an authorized agent or the home office.

14.8 Report

The owner of the contract will receive an annual free report on the status of the contract. The owner may request additional status reports throughout the year and we reserve the right to charge \$10 for each additional report.

The report shall contain:

- a. the beginning and end dates of the current report period
- b. the account value at the beginning and end of the current report period
- c. amounts that have been credited or debited to the contract during the report period
- d. cash surrender value at the end of the report period.

FLEXIBLE PREMIUM DEFERRED ANNUITY
Guaranteed Cash Values
Guaranteed Annuity
Premiums Payable to the Maturity Date or to prior Settlement Date
Participating



[Catholic Knights]
1100 West Wells Street
Milwaukee Wisconsin 53233
800-927-2547
[www.catholicknights.org]

E. TYPE OF CONTRACT

1. **SINGLE PREMIUM DEFERRED ANNUITY** **FLEXIBLE PREMIUM DEFERRED ANNUITY**

Contract Plan: _____

2. SINGLE PREMIUM IMMEDIATE ANNUITY:

- Single Life Single Life w/ Period Certain _____ Yrs
- Joint Life with 100% Survivor
- Joint Life with 100% Survivor and 10 yr Period Certain
- Joint Life with 50% Survivor
- Period Certain _____ Yrs

3. FOR ALL PLANS – Check one of the following:

- Non-Qualified IRA (Tax Year _____) ROTH IRA (Tax Year _____)
- SEP (Simplified Employee Pension)

F. PREMIUM PAYMENT and PAYOUT INFORMATION

1. DEFERRED:

- Single Premium Plan paid \$ _____
- Flexible Premium: Amount Submitted with application \$ _____ Amount billed \$ _____
- Premium Frequency (*Check one*) Ann Semi Qtlly EFT ____ (day) Do not bill

2. IMMEDIATE: Premium Paid \$ _____

a. PAYMENT PATTERN (Available on Single Life; Single life with 10, 15, or 20 years certain; or Joint and Survivor without period certain):

- Level
- Increasing Payments 3% annual increase 5% annual increase

b. PAYMENT METHOD: EFT Check Apply Payments to contract No. _____

c. COMPLETE IF PLAN ELECTED HAS A GUARANTEED PERIOD CERTAIN:

Do you wish to irrevocably waive the future right to a partial surrender of the commuted value of any remaining Period Certain payments Yes No

d. Elective Withholding: (Complete for Single Premium Immediate Annuities)

_____ I wish to have _____% Federal Income Tax withheld from the taxable portion of each payment.
 _____ I do not wish to have Federal Income Tax withheld.

(If withholding applies and an election is not made, we will withhold 10% Federal Income tax from each payment)

e. PAYMENT MODE: (all plans) Annual Semi Qtlly MO

3. EFT (all plans) submit authorization card and void check or deposit slip

G. SOURCE OF TRANSFER/ROLLOVER

- Traditional IRA to Traditional IRA Qualified Retirement Plan (401K) to Traditional or Roth IRA
- 403(b) to Traditional IRA From SIMPLE IRA to Roth IRA
- From Traditional IRA to ROTH IRA From ROTH IRA to ROTH IRA
- 1035 Exchange (non-qualified) Approx Amount \$ _____

Source of Funds _____

(note 2-year-holding period during which a SIMPLE IRA can only be rolled over into another SIMPLE IRA)

H. REPLACEMENT QUESTIONS

Do you have existing life insurance or annuity contracts with us or any other company? YES NO

Is this annuity intended to replace or change any life insurance or annuity contract in force with us or any other company? YES NO

(If yes, submit the required replacement forms)

READ CAREFULLY BEFORE SIGNING

AUTHORIZATION TO OBTAIN INFORMATION AND ACKNOWLEDGEMENT STATEMENT

I AUTHORIZE any consumer reporting agency, employer or government agency having any non-medical information of me to give to [Catholic Knights] any and all such information. To facilitate the rapid submission of such information, I authorize all said sources, to give such records or knowledge to any agency employed by [Catholic Knights] to collect and transmit such information I understand the information obtained by use of this Authorization will be used by [Catholic Knights] to determine eligibility for insurance. to any person or organization EXCEPT to reinsuring companies.

I KNOW that I may request a copy of this Authorization.

I AGREE THAT A PHOTOGRAPHIC COPY OF THIS Authorization shall be as valid as the original.

I ACKNOWLEDGE receipt of the Notice to Applicant.

I AGREE this Authorization shall be valid for two years from the date shown below.

I, the undersigned, hereby apply to [Catholic Knights] for membership, insurance, or annuity in the amount, on the plan, and at the rate as stated; further,

I, hereby agree that this application and this statement of insurability (when used in lieu of a medical examination) and the contract applied for, together with the Articles of Incorporation, By-Laws, Rules and Regulations, and any amendments thereto previously adopted, or which may hereafter be adopted, shall constitute the entire contract between the parties hereto; further,

IT IS AGREED:

- 1) All statements in this application, which includes pages 1-3 are, to the best of my knowledge and belief, complete and true;
- 2) No information acquired by any agent shall bind the Society unless set out in writing in this application;
- 3) No agent can accept risks or modify contracts, or waive any rights or requirements of the Society;
- 4) Unless otherwise provided in a conditional receipt bearing the date of the application, no liability exists until a contract is delivered to, and accepted by the owner and the first payment is paid during the lifetime and insurability of the person proposed for coverage under this contract;
- 5) If proof of age is not given with this application, the Annuitant will furnish the Society with such proof before annuity payments begin;
- 6) The contract applied for shall take effect on the later of;
 - (a) the date requested by the applicant, if such request is made, or:
 - (b) the date the application is approved by the Society at its Home Office;
- 7) The acceptance of any contract issued on this application shall constitute acceptance and ratification of any corrections, additions or changes made by the Society, except that no change will be made in the plan of annuity or payment without written ratification of the applicant.

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Date and signed at (City) _____ (State) _____ on: Mo ___ Day ___ Year ___

Signature of Annuitant	Signature of Licensed Agent	Agent No./%
Signature of Owner if other than Annuitant	Signature of Licensed Agent	Agent No./%

TRADITIONAL INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I

- 1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as an individual retirement annuity (IRA) under Code section 408(b) to provide for the IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the IRA Owner and his or her Beneficiary(ies). If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.
- 1.02 *Ownership Provisions:* The IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.
- 1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

- 2.01 *Application:* Means the document executed by the IRA Owner through which the IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.
- 2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any remaining IRA benefits upon the death of the IRA Owner.
- 2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.
- 2.04 *Contract:* Means the annuity contract used in conjunction with this Endorsement.
- 2.05 *Designated Beneficiary:* Means the Beneficiary named as of the date of the IRA Owner's death who remains a Beneficiary as of September 30 of the year following the year of the IRA Owner's death.
- 2.06 *Endorsement:* Means this IRA Endorsement, that is attached to the contract to establish this IRA.
- 2.07 *IRA:* Means a Traditional IRA as defined in Code section 408(b) unless otherwise indicated.
- 2.08 *IRA Owner:* Means the individual who participates in this IRA, thereby owning the Contract.
- 2.09 *Issuer:* Means _____.
- 2.10 *Premium:* Means any payments made to the IRA.
- 2.11 *Regulations:* Means the Treasury regulations.
- 2.12 *SIMPLE IRA:* Means an IRA which satisfies the requirements of Code sections 408(b) and 408(p).

ARTICLE III – PREMIUM PAYMENTS

- 3.01 *Maximum Permissible Premiums.* The Issuer may accept Premiums on behalf of the IRA Owner for a tax year of the IRA Owner. Except in the case of a rollover Premium (as permitted by Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a Premium made in accordance with the terms of a Simplified Employee Pension (SEP) plan as described in Code section 408(k), no Premiums will be accepted unless they are in cash, and the total of such Premiums shall not exceed the lesser of 100 percent of the IRA Owner's Compensation, or \$3,000 for any taxable year beginning in 2002 through 2004; \$4,000 for any taxable year beginning in 2005 through 2007; and \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the Premium limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

If the IRA Owner makes regular Premiums to both Traditional and Roth IRAs for a taxable year, the maximum regular Premium that can be made to all the IRA Owner's Traditional IRAs for that taxable year is reduced by the regular Premiums made to the IRA Owner's Roth IRAs for the taxable year.

- 3.02 *Catch-Up Premiums.* In the case of an IRA Owner who is age 50 or older by the close of the taxable year, the annual Premium is increased by \$500 for any taxable year beginning in 2002 through 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.

- 3.03 *Qualified Reservist Repayments.* An IRA Owner may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the two-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.
- 3.04 *Employees of Certain Bankrupt Employers.* An IRA Owner who was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(c)(5)(D) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An IRA Owner who makes Premiums under this section may not also make catch-up Premiums.
- 3.05 *SIMPLE IRA.* No Premiums will be accepted under a SIMPLE IRA plan established by an employer pursuant to Code section 408(p). Also, no transfer or rollover of funds attributable to Premiums made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.
- 3.06 *Excess Premium.* Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.
- 3.07 *Contract Requirements.* If Premiums are interrupted, the Contract will be reinstated at any date prior to maturity upon payment of a Premium other than a rollover or transfer Premium, to the Issuer, and the minimum Premium amount for reinstatement shall be \$_____ (not to exceed \$50). However, the Issuer may, at its option, either accept additional future Premiums or terminate the contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

ARTICLE IV – DISTRIBUTION REQUIREMENTS

4.01 *IRA Owner Distributions*

Notwithstanding any provision of this IRA to the contrary, the distribution of the IRA Owner's interest in the IRA shall be made in accordance with the requirements of Code section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under Article 4.01(D)) must satisfy the requirements of Code section 408(a)(6) and the Regulations thereunder, rather than paragraphs (A), (B) and (C) of this Article 4.02.

- A. The entire interest of the IRA Owner for whose benefit the IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such IRA Owner attains age 70½ (the "required beginning date") over
1. the IRA Owner's life or the lives of such IRA Owner and his or her Designated Beneficiary(ies), or
 2. a period certain not extending beyond the IRA Owner's life expectancy or the joint and last survivor expectancy of such IRA Owner and his or her Designated Beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Regulations section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of 1.401(a)(9)-6.

- B. The distribution periods described in paragraph (A) of this article cannot exceed the periods specified in Regulations section 1.401(a)(9)-6.
- C. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.
- D. The value of the IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations section 1.408-8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- E. If the IRA Owner fails to elect a method of distribution by his or her required beginning date the Issuer shall have complete and sole discretion to do any one of the following:
- make no distribution until the IRA Owner provides a proper withdrawal request;

- distribute the IRA Owner's entire interest in a single sum payment;
- distribute the IRA Owner's entire interest over a period certain not extending beyond the IRA Owner's life expectancy or the life expectancy of the IRA Owner and his or her Beneficiary; or
- annuitize the IRA within the parameters described in this Section.

The Issuer will not be liable for any penalties or taxes related to the IRA Owner's failure to take a required minimum distribution.

4.02 *Beneficiary Rights.* If the IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows.

A. *Death on or after Required Beginning Date.* If the IRA Owner dies on or after the required beginning date for distributions, the remaining portion of such IRA Owner's interest will continue to be distributed under the contract option chosen.

B. *Death before Required Beginning Date.* If the IRA Owner dies before required distributions commence, such IRA Owner's entire interest will be distributed at least as rapidly as follows.

1. If the Designated Beneficiary is someone other than the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the IRA Owner's death, or, if elected, in accordance with paragraph 4.02(B)(3) of this Endorsement.

2. If the IRA Owner's sole Designated Beneficiary is the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death (or by the end of the calendar year in which the IRA Owner would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

3. If there is no Designated Beneficiary, or, if applicable by operation of paragraph 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the IRA Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 4.02(B)(2) of this Endorsement).

4. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.

C. The value of the IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations section 1.408-8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

D. For purposes of paragraphs 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the IRA Owner's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph 4.02(B)(2) of this Endorsement. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Regulations section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.

E. If the Designated Beneficiary is the IRA Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the IRA, makes a Premium to the IRA or fails to take required distributions as a Beneficiary.

F. If the Beneficiary payment election described in Section 4.02 is not made by December 31 of the year following the year the IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:

- make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
- distribute the entire IRA to the Beneficiary(ies) in a single sum payment;
- distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in paragraphs 4.02(A) or (B) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V – REPORTING

The IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report required under Code section 408(i), Regulations sections 1.408-5 and 1.408-6 and under guidance published by the Internal Revenue Service (IRS).

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

ARTICLE VI – AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the IRA Owner. The IRA Owner will be deemed to have consented to any other amendment unless the IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the IRA Owner.

ARTICLE VII – RESPONSIBILITY OF THE PARTIES

The Issuer shall not be responsible for any penalties, taxes, judgments or expenses incurred by the IRA Owner in connection with this IRA and shall have no duty to determine whether any Premiums to or distributions from this IRA comply with the Code, Regulations, rulings or this Endorsement.

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I

- 1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as a Roth individual retirement annuity (IRA) under Code sections 408A and 408(b) to provide for the Roth IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the Roth IRA Owner and his or her Beneficiary(ies). If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.
- 1.02 *Ownership Provisions:* The Roth IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the Roth IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.
- 1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

- 2.01 *Adoption Agreement:* Means the document executed by the Roth IRA Owner through which the Roth IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.
- 2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any remaining IRA benefits upon the death of the Roth IRA Owner.
- 2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.
- 2.04 *Contract:* Means the annuity contract used in conjunction with this Endorsement.
- 2.05 *Conversion Premium:* Means a contribution described in Section 408A(e) of the Code from a Traditional or SIMPLE IRA to a Roth IRA.
- 2.06 *Designated Beneficiary:* Means the Beneficiary named as of the date of the Roth IRA Owner's death who remains Beneficiary as of September 30 of the year following the year of the Roth IRA Owner's death.
- 2.07 *Endorsement:* Means this IRA Endorsement, including the Adoption Agreement, that was completed and signed to establish this IRA.
- 2.08 *Issuer:* Means _____
- 2.09 *IRA:* Means a Roth Individual Retirement Annuity as defined in Code sections 408(A) and 408(b) unless otherwise indicated.
- 2.10 *Premium:* Means any payments made to the IRA.
- 2.11 *Regulations:* Means the Treasury regulations.
- 2.12 *Roth IRA Owner:* Means the individual who participates in this individual retirement annuity and is the owner of the Contract.
- 2.13 *SIMPLE IRA:* Means an IRA which satisfies the requirements of Code sections 408(b) and 408(p).

ARTICLE III – PREMIUM LIMITS

- 3.01 *Maximum Permissible Amount.* Except in the case of a rollover Premium described in Code section 408A(e), a recharacterized Premium described in Code section 408A(d)(6), or a Conversion Premium, no Premiums will be accepted unless they are in cash, and the total of such Premiums shall not exceed the lesser of 100 percent of the Roth IRA Owner's Compensation, or: \$3,000 for any taxable year beginning in 2002 through 2004; \$4,000 for any taxable year beginning in 2005 through 2007; and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the applicable Premium limit may be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

If the Roth IRA Owner makes regular Premiums to both Roth and Traditional IRAs for a taxable year, the maximum regular Premium that can be made to all the Roth IRA Owner's IRAs for that taxable year is reduced by the regular Premiums made to the Roth IRA Owner's Traditional IRAs for the taxable year.

Premiums may be further limited if the Roth IRA Owner's modified adjusted gross income (MAGI) exceeds the limits described in paragraph 3.03 of this Endorsement.

Qualified Rollover contribution means a rollover contribution of a distribution from an IRA that meets the requirements of Code section 408(d)(3), except the one-rollover-per-year rule of Code section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA. For taxable years

beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code section 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in Code section 402(c)(8)(B).

- 3.02 *Catch-Up Premiums.* In the case of a Roth IRA Owner who is age 50 or older by the close of the taxable year, the annual Premium is increased by \$500 for any taxable year beginning in 2002 through 2005 and by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- 3.03 *Qualified Reservist Repayments.* Notwithstanding the dollar limits on Premiums, a Roth IRA Owner may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the two-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.
- 3.04 *Employees of Certain Bankrupt Employers.* An IRA Owner who was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(c)(5)(D) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An IRA Owner who makes Premiums under this section may not also make catch-up Premiums.
- 3.05 *Regular Premium Limit.* If a Roth IRA Owner's MAGI falls within certain limits, as described in the following table, the maximum regular Premium that can be made to all the Roth IRA Owner's IRAs for a taxable year is phased out ratably in accordance with the following table:

<u>Filing Status</u>	<u>Full Premium</u>	<u>Phase-Out Range MAGI</u>	<u>No Premium</u>
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the Roth IRA Owner's MAGI for a taxable year is in the phase-out range, the maximum regular Premium determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the modified adjusted gross income limits above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 408A(c)(3). Such adjustments will be in multiples of \$1,000.

- 3.06 *Qualified Rollover (Conversion) Premium Limit.* A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this Roth IRA if, for the year the amount is distributed from the other plan:
- the Roth IRA Owner is married and files a separate return,
 - the Roth IRA Owner is not married and has MAGI in excess of \$100,000 or
 - the Roth IRA Owner is married and together the Roth IRA Owner and the Roth IRA Owner's spouse have MAGI in excess of \$100,000.

For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the MAGI and filing limits in this section do not apply to qualified rollover contributions.

- 3.07 *Recharacterization.* A regular Premium to a Traditional IRA may be recharacterized pursuant to the rules in Regulations section 1.408A-5 as a regular Premium to this IRA, subject to the limits in paragraph 3.03 of this Endorsement.
- 3.08 *Modified Adjusted Gross Income.* For purposes of paragraphs 3.05 and 3.06 of this Endorsement, a Roth IRA Owner's MAGI for a taxable year is defined in Code section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (conversion).
- 3.09 *Compensation.* For purposes of paragraph 3.01 of this Endorsement, compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses). Compensation for a self-employed individual includes earned income, as defined in Code section 401(c)(2) (reduced by the deduction the self-employed Roth IRA Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code section 401(c)(2) shall be applied as if the term trade or business for purposes of Code section 1402 included service described in Code section 1402(c)(6). Compensation shall include any amount includible in the Roth IRA Owner's gross income under Code section 71 with respect to a divorce or separation instrument. In the case of a married individual filing a joint

return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for the purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a non-Roth IRA.

Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation.

3.10 *Excess Premium.* Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.

3.11 *Contract Requirements.* If Premiums are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a Premium other than a rollover or transfer Premium, to the Issuer, and the minimum Premium amount for reinstatement shall be _____ (not to exceed \$50). However, the Issuer may, at its option, either accept additional future payments or terminate the contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

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

ARTICLE IV – DISTRIBUTION REQUIREMENTS

4.01 *Roth IRA Owner Distributions.* No amount is required to be distributed from the Contract prior to the death of the Roth IRA Owner for whose benefit the contract was originally established.

4.02 *Beneficiary Rights.* If the Roth IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows.

A. Notwithstanding any provision of this IRA to the contrary, the distribution of the Roth IRA Owner's interest in the IRA shall be made in accordance with the requirements of Code section 408(b)(3), as modified by Code section 408A(c)(5), and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under paragraph 4.02(C) of this Endorsement) must satisfy the requirements of Code section 408(a)(6), as modified by Code section 408A(c)(5), and the Regulations thereunder, rather than the distribution rules in paragraphs 4.02(B), (C), (D) and (E) of this Endorsement.

B. Upon the death of the Roth IRA Owner, his or her entire interest will be distributed at least as rapidly as follows:

1. If the Designated Beneficiary is someone other than the Roth IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Roth IRA Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of the Roth IRA Owner's death, or, if elected, in accordance with paragraph 4.02(B)(3) of this Endorsement.

2. If the Roth IRA Owner's Designated Beneficiary is the Roth IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Roth IRA Owner's death (or by the end of the calendar year in which the Roth IRA Owner would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

3. If there is no Designated Beneficiary, or if applicable by operation of paragraph 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Roth IRA Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 4.02(B)(2) of this Endorsement).

4. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in paragraph 4.02(B)(1) or (2) of this Endorsement, and reduced by one for each subsequent year.

C. The value of the IRA for purposes of this Article is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations section 1.408-8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

D. For purposes of paragraph 4.02(B)(2) of this Endorsement, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Regulations section 1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.

E. If the Designated Beneficiary is the Roth IRA Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the IRA, makes a Premium to the IRA or fails to take required distributions as a Beneficiary.

F. If the Beneficiary payment election described above is not made by December 31 of the year following the year the Roth IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:

- make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
- distribute the entire IRA to the Beneficiary(ies) in a single sum payment; or
- distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in paragraph 4.02(B) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V – REPORTING

The Roth IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report(s) required under the Code and related Regulations including Code sections 408(i) and 408A(d)(3)(D) and Regulations sections 1.408-5 and 1.408-6 and under guidance published by the Internal Revenue Service (IRS).

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

ARTICLE VI – AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Roth IRA Owner. The Roth IRA Owner will be deemed to have consented to any other amendment unless the Roth IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the Roth IRA Owner.

ARTICLE VII – RESPONSIBILITY OF THE PARTIES

The Issuer shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Roth IRA Owner in connection with this IRA and shall have no duty to determine whether any Premiums to or distributions from this IRA comply with the Code, Regulations, rulings or this Endorsement.

SERFF Tracking Number: CAKN-126676715 State: Arkansas
Filing Company: Catholic Knights State Tracking Number: 46023
Company Tracking Number: 12-610
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
Variable
Product Name: FPDA-10
Project Name/Number: CNO-12/12-610

Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Attachment:

Flesch Cert AR.pdf

**STATE OF ARKANSAS
READABILITY CERTIFICATION**

COMPANY NAME: Catholic Knights

This is to certify that the forms referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
2010 FPDA-10 AR	50.4
2010 ANTY APP	50.4



Daniel H. Strasburg, FSA, MAAA
Vice President and Chief Actuary
June 23, 2010