

SERFF Tracking Number: SBMS-126704213 State: Arkansas  
 Filing Company: The Savings Bank Life Insurance Company of Massachusetts State Tracking Number: 46200  
 Company Tracking Number:  
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium  
 Product Name: Optimizer Annuity  
 Project Name/Number: /

## Filing at a Glance

Company: The Savings Bank Life Insurance Company of Massachusetts

Product Name: Optimizer Annuity SERFF Tr Num: SBMS-126704213 State: Arkansas  
 TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 46200  
 Sub-TOI: A02I.003 Single Premium Co Tr Num: State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird  
 Authors: zSERFFStaff Disposition Date: 07/15/2010  
 zIndustrySupportCM, Jim Coady,  
 James MacDougall, Jason Brush,  
 Dwight Wilbur, Maria Cianfichi  
 Date Submitted: 07/13/2010 Disposition Status: Approved-Closed  
 Implementation Date Requested: On Approval Implementation Date:  
 State Filing Description:

## General Information

Project Name: Status of Filing in Domicile: Authorized  
 Project Number: 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: 07/15/2010 Explanation for Other Group Market Type:  
 State Status Changed: 07/15/2010  
 Deemer Date: Created By: Jim Coady  
 Submitted By: Jim Coady Corresponding Filing Tracking Number:  
 Filing Description:  
 SBLI of MA  
 NAIC# 70435

RE:

SERFF Tracking Number: SBMS-126704213 State: Arkansas  
Filing Company: The Savings Bank Life Insurance Company of Massachusetts State Tracking Number: 46200  
Company Tracking Number:  
TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium  
Product Name: Optimizer Annuity  
Project Name/Number: /

Form A19.1: Individual Fixed Annuity Application  
Form B-409.1: Individual Flexible Premium Deferred Annuity Contract  
Form B-410.1: Individual Single Premium Deferred Annuity Contract  
Form BR-2.1: Terminal Illness Rider  
Form BR-5.1: Nursing Home Rider  
Form E-108.1: Bailout Waiver of Surrender Charge Endorsement  
Form E-110.1: Individual Retirement Annuity Endorsement  
Form E-111.1: Individual Retirement Annuity Endorsement

We are submitting the above referenced forms for your review and approval. These forms are new and are not intended to replace any previously approved forms. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser-printed, subject only to minor variations in fonts and positioning.

Issue ages will be dictated by the base annuity contract. Please refer to the enclosed Actuarial Memoranda for additional information regarding issue ages. These contracts will be available for the "non-tax qualified" market and the "tax-qualified" market, primarily for Individual Retirement Annuity (IRA) plan and Individual ROTH Retirement Annuity (ROTH) plan.

These forms are being filed on a general use basis and will be marketed in the individual annuity market by our licensed internal agents, financial institutions and external licensed agents and brokers. These forms will be used to offer multiple products simultaneously. A product is a combination of the base Contract, the variable items on the Contract Data pages, and any attached endorsements and/or Riders. Features may vary based upon the distributor or market.

There are eight initial interest rate guarantee periods (one, two, three, four, five, six, seven and eight), and four renewal interest guarantee periods (one, two, three, four) for the customer to elect. There are seven choices of surrender charge periods. The data page will reflect the initial interest guarantee period, the renewal interest guarantee period and the surrender charge percentages and period of the product chosen.

#### A19.1: Individual Deferred Annuity Application

This is the application that will be used with the contracts Form B-409.1 and Form B-410.1.

#### B-409.1: Individual Flexible Premium Deferred Annuity Contract

This is a non-participating individual flexible premium fixed deferred annuity contract. The sample policy includes the Data Pages which has been drafted in "John Doe" fashion. The proceeds under this contract will accumulate on a "fixed" interest basis.

SERFF Tracking Number: SBMS-126704213 State: Arkansas  
Filing Company: The Savings Bank Life Insurance Company of Massachusetts State Tracking Number: 46200  
Company Tracking Number:  
TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium  
Product Name: Optimizer Annuity  
Project Name/Number: /

#### B-410.1: Individual Single Premium Deferred Annuity Contract

This is a non-participating individual single premium fixed deferred annuity contract. The sample policy includes the Data Pages which has been drafted in "John Doe" fashion. The proceeds under this contract will accumulate on a "fixed" interest basis.

#### BR-2.1: Terminal Illness Rider

This rider may be used with new issues of any deferred annuity contracts approved for use. This rider waives the surrender charges if certain conditions, as defined in the rider, are met.

#### BR-5.1: Nursing Home Rider

This rider may be used with new issues of any deferred annuity contracts approved for use. This rider waives the surrender charges if certain conditions, as defined in the rider, are met.

#### E-108.1: Bailout Waiver of Surrender Charge Endorsement

This rider may be used with new issues of any deferred annuity contracts approved for use. This endorsement provides a period of time after each contract year during which surrender charges will be waived if the renewal base interest rate is lower than the bailout rate. The bailout rate is declared at issue. During the surrender charge period, if a renewal rate is declared lower than the bailout rate, surrender charges will be waived during the bailout window as shown on the contract data pages.

#### E-110.1: Individual Retirement Annuity Endorsement

For use with Contract Form B-410.1. This Rider may be used with new issues in order to qualify the contract as an IRA under Internal Revenue Code Section 408(b).

#### E-111: Individual Retirement Annuity Endorsement

For use with Contract Form B-409.1. This Rider may be used with new issues in order to qualify the contract as an IRA under Internal Revenue Code Section 408(b).

Other riders and endorsements that may subsequently be approved may also be made available with these annuity contracts.

Text ordinarily bracketed appears in the Contract Data Pages. A Variability Certification has also been enclosed.

For informational purposes, we have also included, under the "Supporting Documentation" tab, Form IRS 5305-RB: Roth Individual Retirement Annuity Endorsement which may be used with any issued annuity to conform with IRS qualifying requirements for Roth IRA Annuities.

SERFF Tracking Number: SBMS-126704213 State: Arkansas  
 Filing Company: The Savings Bank Life Insurance Company of Massachusetts State Tracking Number: 46200  
 Company Tracking Number:  
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium  
 Product Name: Optimizer Annuity  
 Project Name/Number: /

The following items are enclosed with this filing:

1. All forms as referenced above
2. Sample Data Pages (for reference only)
3. Variability Certification
4. Flesch Readability Certification
5. Actuarial Memorandum

We appreciate receiving your approval of these new forms at your earliest convenience. If you have any questions regarding this submission, please contact us.

Thank You.

## Company and Contact

### Filing Contact Information

James Coady, Jcoady@SBLI.com  
 1 Linscott Road 781-994-5410 [Phone]  
 Woburn, MA 01801 781-994-4124 [FAX]

### Filing Company Information

The Savings Bank Life Insurance Company of Massachusetts CoCode: 70435 State of Domicile: Massachusetts  
 1 Linscott Road Group Code: 4553 Company Type: Life  
 Woburn, MA 01801 Group Name: State ID Number:  
 (781) 938-3500 ext. [Phone] FEIN Number: 04-3117253

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$600.00  
 Retaliatory? Yes  
 Fee Explanation: Domicile state (MA) fee = \$75.00 per form.

8 forms x \$75.00 = \$600.00

SERFF Tracking Number: SBMS-126704213 State: Arkansas  
Filing Company: The Savings Bank Life Insurance Company of Massachusetts State Tracking Number: 46200  
Company Tracking Number:  
TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium  
Product Name: Optimizer Annuity  
Project Name/Number: /

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Savings Bank Life Insurance Company of Massachusetts	\$600.00	07/13/2010	37934466

SERFF Tracking Number: SBMS-126704213 State: Arkansas  
Filing Company: The Savings Bank Life Insurance Company of Massachusetts State Tracking Number: 46200  
Company Tracking Number:  
TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium  
Product Name: Optimizer Annuity  
Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/15/2010	07/15/2010

*SERFF Tracking Number:* SBMS-126704213      *State:* Arkansas  
*Filing Company:* The Savings Bank Life Insurance Company of      *State Tracking Number:* 46200  
Massachusetts  
*Company Tracking Number:*  
*TOI:* A02I Individual Annuities- Deferred Non-      *Sub-TOI:* A02I.003 Single Premium  
Variable  
*Product Name:* Optimizer Annuity  
*Project Name/Number:* /

## **Disposition**

Disposition Date: 07/15/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SBMS-126704213 State: Arkansas  
 Filing Company: The Savings Bank Life Insurance Company of Massachusetts State Tracking Number: 46200  
 Company Tracking Number:  
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium  
 Product Name: Optimizer Annuity  
 Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Certification of Variability		Yes
Form	Flexible Premium Deferred Annuity Contract		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	Individual Fixed Annuity Application		Yes
Form	Terminal Illness Rider		Yes
Form	Nursing Home Rider		Yes
Form	Bailout Waiver of Surrender Charge Endorsement		Yes
Form	Individual Retirement Annuity Endorsement		Yes
Form	Individual Retirement Annuity Endorsement		Yes

SERFF Tracking Number: SBMS-126704213 State: Arkansas  
 Filing Company: The Savings Bank Life Insurance Company of Massachusetts State Tracking Number: 46200  
 Company Tracking Number:  
 TOI: A021 Individual Annuities- Deferred Non- Variable Sub-TOI: A021.003 Single Premium  
 Product Name: Optimizer Annuity  
 Project Name/Number: /

## Form Schedule

### Lead Form Number: B-409.1

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	B-409.1	Policy/Contract Certificate	Flexible Premium Deferred Annuity Contract	Initial		50.000	B-409.1.pdf
	B-410.1	Policy/Contract Certificate	Single Premium Deferred Annuity Contract	Initial		50.000	B-410.1.pdf
	A-19.1	Application/Enrollment Form	Individual Fixed Annuity Application	Initial		45.000	A-19.1.pdf
	BR-2.1	Policy/Contract Certificate: Amendment, Insert Page, Endorsement or Rider	Terminal Illness Rider	Initial		51.000	BR-2.1.pdf
	BR-5.1	Policy/Contract Certificate: Amendment, Insert Page, Endorsement or Rider	Nursing Home Rider	Initial		51.000	BR-5.1.pdf

SERFF Tracking Number: SBMS-126704213 State: Arkansas  
 Filing Company: The Savings Bank Life Insurance Company of Massachusetts State Tracking Number: 46200  
 Company Tracking Number:  
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium  
 Product Name: Optimizer Annuity  
 Project Name/Number: /

E-108.1	Policy/Cont Bailout Waiver of ract/Fratern Surrender Charge al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	51.000	E-108.1.pdf
E-110.1	Policy/Cont Individual Retirement ract/Fratern Annuity Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	25.000	E-110.1.pdf
E-111.1	Policy/Cont Individual Retirement ract/Fratern Annuity Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	25.000	E-111.1.pdf



**The Savings Bank Life Insurance Company of Massachusetts**

Home Office: 1 Linscott Road, Woburn, MA 01801

Telephone: 781-938-3500

www.SBLI.com

**FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT**

The Savings Bank Life Insurance Company of Massachusetts (referred to as "The Company", "We", "Us", "Our") will make the payments and provide the benefits described in this Contract. We are issuing this Contract in consideration of Our receipt of the application and the initial premium at Our Home Office. Upon receipt of due proof of the death of the Owner before the Maturity Date We will pay the Beneficiary the Proceeds as provided in this Contract.

**READ YOUR CONTRACT CAREFULLY**

Upon receipt by the Owner, this Contract may be returned with a written request to cancel within 10 days (30 days if this is a Replacement Contract or You are 65 years of age or older on the Application Date – or any longer period as may be required by applicable law in the state where the contract is delivered or issued for delivery) by delivering it to the producer through whom it was purchased or to Us at Our Home Office. Upon such delivery or mailing of this Contract and written request to cancel, this Contract will be deemed void from the beginning. Any premium(s) paid, excluding any Premium Enhancement Bonus, and less any amounts withdrawn or Annuity Payments paid hereunder, will be refunded to You after We receive this Contract and the written request to cancel.

This contract is signed by Us at Our Home Office on the Issue Date.

*Marybeth P. Leary*  
SPECIMEN  
Marybeth P. Leary  
Secretary

SPECIMEN  
Robert K. Sheridan  
President

Flexible Premium Deferred Annuity Contract  
Annuity Benefit Payable to Payee at Maturity Date  
Death Benefit Payable in event of Owner's Death prior to Maturity Date  
Interest Rates may Change  
Option to change the Maturity Date  
Option to change type of Annuity Payment payable  
Non-Participating (annual dividends will not be paid)  
Waiver of Surrender Charges in Certain Cases

Annuities are not FDIC insured.

## Table of Contents

<b>CONTRACT DATA</b> .....	1
<b>DEFINITIONS</b> .....	3
<b>GENERAL PROVISIONS</b> .....	4
Conformity with Applicable Laws .....	4
Entire Contract.....	4
Business Day .....	4
Contract Changes by Us.....	4
Premium Payments.....	4
Incontestability.....	4
Interest Rates.....	4
Misstatement of Age and or Sex .....	4
Non-Business Days.....	4
Non-Participating.....	4
Maturity Date.....	5
Reports.....	5
<b>CONTRACT CONTROL</b> .....	5
Annuitant.....	5
Beneficiary .....	5
Owner.....	5
Non Natural Owner.....	6
Assigning Your Contract.....	6
<b>PAYMENT OF PROCEEDS</b> .....	6
Maturity Date.....	6
Surrender of Contract .....	6
Death Before the Maturity Date.....	6
Death After the Maturity Date.....	7
Interest on Proceeds Payable on Death of Owner.....	7
Simultaneous Death of Beneficiary and Owner .....	7
Exemption of Proceeds.....	8
<b>INTEREST CREDITING PROVISIONS</b> .....	8
Base Interest Rate.....	8
Minimum Guaranteed Interest Rate.....	8
<b>CONTRACT VALUES</b> .....	8
Accumulated Value.....	8
Cash Surrender Value.....	8
Guaranteed Cash Surrender Value.....	8
Surrenders and Surrender Charges.....	8
Systematic Withdrawals.....	9
Premium Guarantee.....	9
Taxes.....	9
Payment Deferral.....	9
Basis of Computation.....	10
<b>ANNUITY PAYMENT PLANS</b> .....	10

**CONTRACT DATA PAGE**  
**Flexible Premium Deferred Annuity Contract**  
**[With Initial Interest Rate Bonus]**

Contract Number:	[FPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Initial Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

Initial Current Credited Rate:	
Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

[\*Initial Interest Rate Bonus

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
Minimum Guaranteed Interest Rate:	[1% in policy years 1-5] [1% in contract years 6 and after]
Maximum Free Partial Surrender Percentage:	[10%]
Minimum Partial Surrender Amount:	[\$500]
Minimum Cash Surrender Value remaining after a Partial Surrender:	[\$5,000]

CONTRACT DATA CONTINUED ON NEXT PAGE

Surrender Charge Period: [3] years  
Surrender Charge: As a percentage of the Premium  
Year 1 [9%]  
Year 2 [8%]  
Year 3 [7%]

[A Surrender Charge period and Surrender Charges applies to each premium payment]

Annuity Payment Plan  
must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
Payable On Death of Owner: [1%]

[Riders Included: [BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate 1.00% -10.00%  
Bailout Withdrawal Window 10 days – 366 days

E-111, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

You may make additional premium payments at any time. Unless we agree, additional premiums may not be less than [\$2,000], and the total of all premiums paid under this contract may not exceed [\$1,000,000].

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Flexible Premium Deferred Annuity Contract**

Contract Number:	[FPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Initial Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
Total Initial Current Credited Rate:	[5.00%]
Subsequent Interest Rate Guarantee Period:	[1 Year]

Minimum Guaranteed Interest Rate:	[ 1% in policy years 1-5 ] [ 1% in contract years 6 and after ]
-----------------------------------	--

Maximum Free Partial Surrender Percentage:	[10%]
--	-------

Minimum Partial Surrender Amount:	[\$500]
-----------------------------------	---------

Minimum Cash Surrender Value remaining after a Partial Surrender:	[\$5,000]
---	-----------

Surrender Charge Period:	[3] years
--------------------------	-----------

Surrender Charge:	As a percentage of the Premium
Year 1	[9%]
Year 2	[8%]
Year 3	[7%]

[A Surrender Charge period and Surrender Charges applies to each premium payment]

**Annuity Payment Plan**

must be selected no later than:	[30] Days before the Maturity Date
---------------------------------	------------------------------------

**Interest on Proceeds**

Payable On Death of Owner:	[1%]
----------------------------	------

CONTRACT DATA CONTINUED ON NEXT PAGE

[Riders Included: [BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate 1.00% -10.00%  
Bailout Withdrawal Window 10 days – 366 days

E-111, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

You may make additional premium payments at any time. Unless we agree, additional premiums may not be less than [\$2,000], and the total of all premiums paid under this contract may not exceed [\$1,000,000].

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Flexible Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus]**

Contract Number:	[FPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Initial Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

Initial Current Credited Rate:	
Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
Total Initial Current Credited Rate:	[5.00%]

Subsequent Interest Rate Guarantee Period:	[1 Year]
[Premium Enhancement Bonus*:	[1% for premiums above \$25,000 applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Initial Premium Payment. Future Premium Payments may receive the Premium Enhancement Bonus in effect at the time of the payment. The elements used in determining future Premium Enhancement Bonus are not guaranteed and can be changed by Us. We reserve the right to limit the amount of Premium Enhancement Bonus payable. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate:	[1% in policy years 1-5] [1% in contract years 6 and after]
Maximum Free Partial Surrender Percentage:	[10%]
Minimum Partial Surrender Amount:	[\$500]
Minimum Cash Surrender Value remaining after a Partial Surrender:	[\$5,000]
Surrender Charge Period:	[3] years
Surrender Charge:	As a percentage of the Premium
	Year 1 [9%]
	Year 2 [8%]
	Year 3 [7%]

[A Surrender Charge period and Surrender Charges applies to each premium payment]

**Annuity Payment Plan**

must be selected no later than: [30] Days before the Maturity Date

**Interest on Proceeds**

Payable On Death of Owner: [1%]

**[Riders Included:**

[BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

**[Endorsement E-108, Bailout Waiver of Surrender Charge:**

Bailout Rate 1.00% -10.00%

Bailout Withdrawal Window 10 days – 366 days

**E-111, Individual Retirement Annuity Endorsement**

IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

You may make additional premium payments at any time. Unless we agree, additional premiums may not be less than [\$2,000], and the total of all premiums paid under this contract may not exceed [\$1,000,000].

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Flexible Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[FPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Initial Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
[Premium Enhancement Bonus*:	[1% for premiums above \$25,000 applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Initial Premium Payment. Future Premium Payments may receive the Premium Enhancement Bonus in effect at the time of the payment. The elements used in determining future Premium Enhancement Bonus are not guaranteed and can be changed by Us. We reserve the right to limit the amount of Premium Enhancement Bonus payable. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate:	[1% in policy years 1-5] [1% in contract years 6 and after]
Maximum Free Partial Surrender Percentage:	[10%]
Minimum Partial Surrender Amount:	[\$500]
Minimum Cash Surrender Value remaining after a Partial Surrender:	[\$5,000]
Surrender Charge Period:	[3] years
Surrender Charge:	As a percentage of the Premium
	Year 1 [9%]
	Year 2 [8%]
	Year 3 [7%]

[A Surrender Charge period and Surrender Charges applies to each premium payment]

**Annuity Payment Plan**  
must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
Payable On Death of Owner: [1%]

Interest on Proceeds  
Payable On Death of Owner: [1%]

[Riders Included: [BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate 1.00% -10.00%  
Bailout Withdrawal Window 10 days – 366 days

E-111, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

You may make additional premium payments at any time. Unless we agree, additional premiums may not be less than [\$2,000], and the total of all premiums paid under this contract may not exceed [\$1,000,000].

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Flexible Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[FPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Initial Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
[Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Initial Premium Payment. Future Premium Payments may receive the Premium Enhancement Bonus in effect at the time of the payment. The elements used in determining future Premium Enhancement Bonus are not guaranteed and can be changed by Us. We reserve the right to limit the amount of Premium Enhancement Bonus payable. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate: [1% in policy years 1-5]  
 [1% in contract years 6 and after]  
 Maximum Free Partial Surrender Percentage: [10%]  
 Minimum Partial Surrender Amount: [\$500]  
 Minimum Cash Surrender Value remaining after a Partial Surrender: [\$5,000]  
 Surrender Charge Period: [4] years  
 Surrender Charge: As a percentage of the Premium  
 Year 1 [9%]  
 Year 2 [8%]  
 Year 3 [7%]  
 Year 4 [6%]

[A Surrender Charge period and Surrender Charges applies to each premium payment]

**Annuity Payment Plan**  
 must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
 Payable On Death of Owner: [1%]

[Riders Included: [BR-5, Nursing Home Rider]  
 [BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
 Bailout Rate 1.00% -10.00%  
 Bailout Withdrawal Window 10 days – 366 days

E-111, Individual Retirement Annuity Endorsement  
 IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

You may make additional premium payments at any time. Unless we agree, additional premiums may not be less than [\$2,000], and the total of all premiums paid under this contract may not exceed [\$1,000,000].

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Flexible Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[FPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Initial Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
[Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Initial Premium Payment. Future Premium Payments may receive the Premium Enhancement Bonus in effect at the time of the payment. The elements used in determining future Premium Enhancement Bonus are not guaranteed and can be changed by Us. We reserve the right to limit the amount of Premium Enhancement Bonus payable. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate:	[1% in policy years 1-5] [1% in contract years 6 and after]
Maximum Free Partial Surrender Percentage:	[10%]
Minimum Partial Surrender Amount:	[\$500]
Minimum Cash Surrender Value remaining after a Partial Surrender:	[\$5,000]
Surrender Charge Period:	[5] years
Surrender Charge:	As a percentage of the Premium
	Year 1 [9%]
	Year 2 [8%]
	Year 3 [7%]
	Year 4 [6%]
	Year 5 [5%]

[A Surrender Charge period and Surrender Charges applies to each premium payment]

**Annuity Payment Plan**  
must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
Payable On Death of Owner: [1%]

[Riders Included: [BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate 1.00% -10.00%  
Bailout Withdrawal Window 10 days – 366 days

E-111, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

You may make additional premium payments at any time. Unless we agree, additional premiums may not be less than [\$2,000], and the total of all premiums paid under this contract may not exceed [\$1,000,000].

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Flexible Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[FPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Initial Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
[Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Initial Premium Payment. Future Premium Payments may receive the Premium Enhancement Bonus in effect at the time of the payment. The elements used in determining future Premium Enhancement Bonus are not guaranteed and can be changed by Us. We reserve the right to limit the amount of Premium Enhancement Bonus payable. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

**Minimum Guaranteed Interest Rate:** [1% in policy years 1-5]  
 [1% in contract years 6 and after]

**Maximum Free Partial Surrender Percentage:** [10%]

**Minimum Partial Surrender Amount:** [\$500]

**Minimum Cash Surrender Value remaining after a Partial Surrender:** [\$5,000]

**Surrender Charge Period:** [6] years

**Surrender Charge:** As a percentage of the Premium

Year 1	[ 9%]	Year 4	[6%]
Year 2	[ 8%]	Year 5	[5%]
Year 3	[ 7%]	Year 6	[4%]

[A Surrender Charge period and Surrender Charges applies to each premium payment]

**Annuity Payment Plan**  
**must be selected no later than:** [30] Days before the Maturity Date

**Interest on Proceeds**  
**Payable On Death of Owner:** [1%]

**Annuity Payment Plan**  
**must be selected no later than:** [30] Days before the Maturity Date

**[Riders Included:** [BR-5, Nursing Home Rider]  
 [BR-2, Terminal Illness Rider]

**[Endorsement E-108, Bailout Waiver of Surrender Charge:**  
**Bailout Rate** 1.00% -10.00%  
**Bailout Withdrawal Window** 10 days – 366 days

**E-111, Individual Retirement Annuity Endorsement**  
**IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]**

You may make additional premium payments at any time. Unless we agree, additional premiums may not be less than [\$2,000], and the total of all premiums paid under this contract may not exceed [\$1,000,000].

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Flexible Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[FPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Initial Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
[Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Initial Premium Payment. Future Premium Payments may receive the Premium Enhancement Bonus in effect at the time of the payment. The elements used in determining future Premium Enhancement Bonus are not guaranteed and can be changed by Us. We reserve the right to limit the amount of Premium Enhancement Bonus payable. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

**Minimum Guaranteed Interest Rate:** [1% in policy years 1-5]  
 [1% in contract years 6 and after]  
**Maximum Free Partial Surrender Percentage:** [10%]  
**Minimum Partial Surrender Amount:** [\$500]  
**Minimum Cash Surrender Value remaining after a Partial Surrender:** [\$5,000]  
**Surrender Charge Period:** [7] years  
**Surrender Charge:** As a percentage of the Premium  
 Year 1 [ 9%]                      Year 5 [5%]  
 Year 2 [ 8%]                      Year 6 [4%]  
 Year 3 [ 7%]                      Year 7 [3%]  
 Year 4 [ 6%]

[A Surrender Charge period and Surrender Charges applies to each premium payment]

**Annuity Payment Plan**  
**must be selected no later than:** [30] Days before the Maturity Date

**Interest on Proceeds**  
**Payable On Death of Owner:** [1%]

**[Riders Included:** [BR-5, Nursing Home Rider]  
 [BR-2, Terminal Illness Rider]

**[Endorsement E-108, Bailout Waiver of Surrender Charge:**  
**Bailout Rate** 1.00% -10.00%  
**Bailout Withdrawal Window** 10 days – 366 days

**E-111, Individual Retirement Annuity Endorsement**  
**IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]**

You may make additional premium payments at any time. Unless we agree, additional premiums may not be less than [\$2,000], and the total of all premiums paid under this contract may not exceed [\$1,000,000].

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Flexible Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[FPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Initial Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
[Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Initial Premium Payment. Future Premium Payments may receive the Premium Enhancement Bonus in effect at the time of the payment. The elements used in determining future Premium Enhancement Bonus are not guaranteed and can be changed by Us. We reserve the right to limit the amount of Premium Enhancement Bonus payable. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate: [1% in policy years 1-5]  
 [1% in contract years 6 and after]

Maximum Free Partial Surrender Percentage: [10%]

Minimum Partial Surrender Amount: [\$500]

Minimum Cash Surrender Value remaining after a Partial Surrender: [\$5,000]

Surrender Charge Period: [8] years

Surrender Charge: As a percentage of the Premium

Year 1	[ 9%]	Year 5	[5%]
Year 2	[ 8%]	Year 6	[4%]
Year 3	[ 7%]	Year 7	[3%]
Year 4	[ 6%]	Year 8	[2%]

[A Surrender Charge period and Surrender Charges applies to each premium payment]

**Annuity Payment Plan**  
 must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
 Payable On Death of Owner: [1%]

[Riders Included: [BR-5, Nursing Home Rider]  
 [BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
 Bailout Rate 1.00% -10.00%  
 Bailout Withdrawal Window 10 days – 366 days

E-111, Individual Retirement Annuity Endorsement  
 IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

You may make additional premium payments at any time. Unless we agree, additional premiums may not be less than [\$2,000], and the total of all premiums paid under this contract may not exceed [\$1,000,000].

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Flexible Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[FPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Initial Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
[Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Initial Premium Payment. Future Premium Payments may receive the Premium Enhancement Bonus in effect at the time of the payment. The elements used in determining future Premium Enhancement Bonus are not guaranteed and can be changed by Us. We reserve the right to limit the amount of Premium Enhancement Bonus payable. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

**Minimum Guaranteed Interest Rate:** [1% in policy years 1-5]  
 [1% in contract years 6 and after]

**Maximum Free Partial Surrender Percentage:** [10%]

**Minimum Partial Surrender Amount:** [\$500]

**Minimum Cash Surrender Value remaining after a Partial Surrender:** [\$5,000]

**Surrender Charge Period:** [9] years

**Surrender Charge:** As a percentage of the Premium

Year 1	[ 9%]	Year 6	[ 4%]
Year 2	[ 8%]	Year 7	[ 3%]
Year 3	[ 7%]	Year 8	[ 2%]
Year 4	[ 6%]	Year 9	[ 1%]
Year 5	[ 5%]		

[A Surrender Charge period and Surrender Charges applies to each premium payment]

**Annuity Payment Plan**  
 must be selected no later than: [30] Days before the Maturity Date

**Interest on Proceeds**  
**Payable On Death of Owner:** [1%]

**[Riders Included:** [BR-5, Nursing Home Rider]  
 [BR-2, Terminal Illness Rider]

**[Endorsement E-108, Bailout Waiver of Surrender Charge:**  
**Bailout Rate** 1.00% -10.00%  
**Bailout Withdrawal Window** 10 days – 366 days

**E-111, Individual Retirement Annuity Endorsement**  
**IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]**

You may make additional premium payments at any time. Unless we agree, additional premiums may not be less than [\$2,000], and the total of all premiums paid under this contract may not exceed [\$1,000,000].

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

## DEFINITIONS

**“Age”** refers to the attained age of a person at his or her last birthday.

**“Annuitant”** refers to the measuring life of specifically named individual listed on the Contract Data page. For Qualified Plans, the Annuitant and the Owner is the same person.

**“Annuity Payment”** refers to periodic payments that We make to the Payee if this Contract is still in force on the Maturity Date.

**“Beneficiary”** refers to any person who has the right to receive the Death Benefit as set forth in this Contract. A Beneficiary must survive the Owner and any Joint Owner by more than 24 hours to receive a Death Benefit. You may change the Beneficiary by sending Us a request, In Writing. The requested change must be delivered to Us prior to Your death. Changing the Beneficiary is subject to the rights of the Irrevocable Beneficiary. Unless You designate a Beneficiary, You, or Your estate is the Beneficiary. If no named Beneficiary survives the Annuitant, Your estate will be the Beneficiary.

**“Death Benefit”** refers to the amount payable upon the death of the Owner before the Maturity Date.

**“IRC”** refers to the Internal Revenue Code.

**“Issue Date”** refers to the effective date of this Contract. Contract Years and Contract Anniversaries are determined from this Issue Date.

**“In Writing”** refers to in a written form acceptable to Us and filed at our Home Office. If there is a Joint Owner, both the Owner and Joint Owner must sign the written notice, election or request. Such notice, election or request is not binding on any payment We made or any actions We took prior to receiving such notice, election or request at Our Home Office. All correspondence should be sent to Our Home Office.

**“Irrevocable Beneficiary”** refers a Beneficiary whose interest cannot be changed without his or her consent.

**“Joint Owner”** refers the person named in the application form as a Joint Owner. Our consent is needed to name a Joint Owner who is not the spouse of the Owner. You may request to change a Joint Owner by sending Us a request In Writing signed by the Owner and any Joint Owner. You must have Our consent to change the Joint Owner. These rights are subject to the written consent of any irrevocable beneficiary. The Joint Owner, if any, is shown on the Contract Data Page.

**“Maturity Date”** refers to the date the Annuity Payments begin. The Maturity Date is shown on the Contract Data page. The Owner may change the Maturity Date, In Writing, during the lifetime of the Annuitant and prior to the Maturity Date. Please see the Maturity Date Provision for more information.

**“Owner”** refers to the person named in the application form as Owner(s). You may exercise every right in this Contract. If this is a jointly owned Contract, ownership rights and privileges under this Contract must be exercised jointly. The Death Benefit of this Contract is payable upon death of any Joint Owner. The Owner is shown on the Contract Data Page.

**“Payee”** refers to the recipient(s) of Annuity Payments under this Contract. You will be the Payee, unless We agree to some other Payee.

**“Proceeds”** refers to the amount payable under this Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Maturity Date.

**“Proof Of Death”** refers to evidence that death has occurred including a certified copy of the certificate, the statement of an attending physician, a finding from a court of competent jurisdiction, or any other proof that is acceptable to Us.

**“Qualified Plan”** refers to a retirement plan under the IRC, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

**“We”, “Us”, “Our” or “SBLI”** refers to the Company. When You write to Us, please include the Contract number, Your full name and Your current address.

**Written Notice** refers to any notice that We send to You. Any Written Notice will be sent to Your last known address unless You request otherwise In Writing. You must promptly provide Us In Writing of any address change.

**“You” and “Your”** refers to the Owner or Joint Owners of this Contract listed on the Contract Data page.

## **GENERAL PROVISIONS**

### **Conformity with Applicable Laws**

The values available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes and/or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws and/or regulations. In addition, notwithstanding any provisions in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the IRC, and all terms of the Contract shall be interpreted consistently with the requirements of this section.

### **Entire Contract**

This is a legal contract between You and Us. This Contract is issued in consideration of the payment of the initial premium. The entire Contract consists of this document and any attached riders, applications, amendments and endorsements. All statements in the application and amendments thereto are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No such statement will be used by Us to contest this Contract unless that statement is a material representation and/or fraud. No person, except our President or Secretary, has the power to make or modify this Contract. Any change must be in writing and signed by Our President or Secretary.

### **Business Day**

Business Day shall mean any day of the week except for Saturday, Sunday, U.S. Federal holidays and other days the Home Office is closed.

### **Contract Changes by Us**

We reserve the right to amend this Contract to meet the requirements of any applicable federal or state laws or regulations, or as otherwise provided in this Contract. We will notify You by Written Notice of such changes or amendments.

### **Premium Payments**

All Premium payments will be made to Us at Our Home Office. This Contract is not effective until the Initial Premium is paid. If any check or other instrument given in payment of any part of the Initial Premium is not honored when presented for payment, the Initial Premium will remain unpaid and this Contract will be void. We may limit the amount of Premium that We will accept for this Contract.

### **Incontestability**

We will not contest this Contract.

### **Interest Rates**

All interest rates are expressed as annual effective interest rates.

### **Misstatement of Age and or Sex**

If the age and or sex of the Annuitant have been misstated, We will adjust the Proceeds. The Proceeds of this Contract will be those Your Premiums would have purchased at the correct age and or sex. The Annuitant's age is as of his or her age last birthday on the Contract Date.

Any over payments made by Us on account of such error, with an annual effective rate of 1.0% shall be charged against any future payments by Us. Any under payments made by Us shall be adjusted in the same manner and credited with the next payment.

### **Non-Business Days**

If the due date for any activity required by this Contract falls on a non-business day, the activity will be performed on the first business day following such due date.

### **Non-Participating**

This Contract is non-participating and will not share in any surplus earnings of the Company. No dividends will be paid by Us at any time.

**Maturity Date**

You may elect a new Maturity Date at any time, In Writing, at least 30 days prior to the Maturity Date. We may require that the Contract be submitted for endorsement to show the change. The Maturity Date may not be in the first Contract Year. The 95<sup>th</sup> birthday of the Owner and Annuitant must be on or after the new Maturity Date.

**Reports**

We will provide at least once a year, and at any time upon request, a report showing any information required by state or federal law. These reports will be provided free of charge.

The report will contain:

- (a) The beginning and end dates of the current report period,
- (b) The account value at the start and end of the current report period,
- (c) Any amounts credited or debited to the account value during the current report period,
- (d) The type of each such credit or debit, and
- (e) The Cash Surrender Value at the end of the current report period.

**CONTRACT CONTROL****Annuitant**

You can change the Annuitant at any time, In Writing and prior to the Maturity Date, provided the 95<sup>th</sup> birthday of the new Annuitant is on or after the Maturity Date. When We record the change, it will, unless you state otherwise, take effect as of the date You signed the notice. The change will be subject to any payments We made, or any actions We took, before We recorded the change.

**Beneficiary**

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any Proceeds payable may be stated. Any Proceeds payable will be paid to any Beneficiary classified as primary who survives You. If no primary Beneficiary survives You, the Proceeds will be made to any Beneficiary surviving in the next class, and so on.

You can change a revocable Beneficiary (ies) during Your lifetime, In Writing. When We record the change, it will take effect as of the date You signed the notice. The change will be subject to any payments We made, or any actions We took before We recorded the change. You can name any Beneficiary to be an Irrevocable Beneficiary.

A change cancels all prior Beneficiaries; except, however a change will not cancel any Irrevocable Beneficiary without his or her consent.

Unless You state otherwise, all rights of a Beneficiary, including an Irrevocable Beneficiary, will end if he or she dies before You. No Beneficiary has any rights in the Contract until You die.

**Owner**

You have the right to name a new Owner(s), assign Your interest in this Contract (on non-Qualified Plans only), receive Annuity Payments and name a Payee to receive the Annuity Payments. If this Contract is jointly owned, these rights must be exercised jointly. If no Owner is named in the application form, the Annuitant will be the Owner. All rights described in this Contract may be exercised by the Owner(s) subject to the rights of any assignee of record with Us and any irrevocably named Beneficiary. All ownership rights end at Your death.

You can change the Owner(s) at any time, In Writing, provided the 95<sup>th</sup> birthday of the new Owner is on or after the Maturity Date. When We record the change, unless you request otherwise it will take effect as of the date You signed the notice. The change will be subject to any payments We made, or any actions We took before We recorded the change. Changing the Owner(s) of this Contract does not change the Annuitant or the Payee.

The Annuitant and the Owner must generally be the same individual for Contracts issued in connection with Qualified Plans.

### **Non Natural Owner**

IRC Section 72(u), as amended, requires that if a Contract is owned by a non-natural person, an increase in the Accumulated Value is taxable each year, unless the trust, corporation, partnership, association or other non-natural person owns the Contract as agent for a natural person. If We issue a Contract to a non-natural person that owns the Contract as an agent for a natural person, the Annuitant is considered the Owner for purposes of the Death Before the Maturity Date provision. Any change in Annuitant may be considered a taxable event.

If a Contract is issued to a non natural person that, in fact, does not own the Contract as agent for a natural person under the rules of IRC Section 72(u), an increase in the Accumulated Value is taxable each year. In addition, no Death Benefit will be payable upon the death of the Annuitant and the new Owner must designate a new Annuitant.

### **Assigning Your Contract**

During Your lifetime, You can assign Your rights under this Contract, unless restricted by endorsement to this Contract. Such an assignment is not a change in Ownership. The consent of any Irrevocable Beneficiaries is required before such assignment is effective.

An assignee may not change the Owner(s), Annuitant or the Beneficiary (ies). The assignee may not elect an alternate Annuity Payment Plan.

This request must be made In Writing. When We record the change, it will, unless you request otherwise, take effect as of the date You signed the notice. The change will be subject to any payments We made, or any actions We took before We recorded the change. We are not responsible for the validity or effect of any assignment, including any tax consequences

### **PAYMENT OF PROCEEDS**

This Contract is intended to qualify as an annuity contract under Section 72 of the IRC as amended. The Payment of Proceeds should be interpreted consistently with IRC Section 72(s) minimum distribution rules. If this Contract is sold as a qualified retirement plan, distribution provisions of the qualified retirement plan endorsement attached to this Contract may amend and replace certain provisions of this Contract.

### **Maturity Date**

On the Maturity Date, as shown on the Contract Data page, We will pay the Proceeds of this Contract to the Owner. Proceeds payable to You on the Maturity Date of the Contract will be the Accumulated Value if the Contract has been in force for at least 3 years, or the Cash Surrender Value if otherwise, as defined in the *Contract Values Section* less any applicable Taxes. You must elect to have the Proceeds paid under one of the Annuity Payment Options described in the *Annuity Payment Plans Section* In Writing at least 45 business days prior to the Maturity Date. If no election is made, an automatic payment option of monthly income for a minimum of 120 months and as long thereafter as the Annuitant lives will be applied to the Proceeds.

### **Surrender of Contract**

Any time prior to the Maturity Date, You may request, In Writing, to receive the Proceeds of this Contract in a lump sum. Proceeds payable to You on full surrender of the Contract will be the Cash Surrender Value as defined in the *Contract Values Section* less any applicable Taxes.

### **Death Before the Maturity Date**

#### **1. Death Of Owner**

If any Owner of this Contract dies before the Maturity Date, the following applies:

- (a) We will pay the Beneficiary (ies) the Death Benefit when We receive Proof Of Death. The Death Benefit will be the Accumulated Value as of the date of the death of the Owner less any applicable Taxes. Unless the Owner previously designate otherwise, the Death Benefit will be paid in a lump sum and this Contract will terminate on such date. If the Death Benefit is not paid in a lump sum, the entire interest must be distributed: (1) within 5 years of the deceased Owner's death; or (2) under an Annuity Payment option for the life of the Beneficiary or for a number of years that is not more than the life expectancy of the Beneficiary, with payments beginning within one year of the deceased Owner's death.

- (b) If Your Surviving Spouse is the sole primary Beneficiary, Your Spouse may elect, In Writing, to become the new Owner of this Contract, subject to certain Qualified Plan limitations. This Contract will continue and, if the deceased Owner was also the Annuitant, Your Spouse will be the new Annuitant. If Your Spouse chooses to continue this Contract, no Death Benefit will be paid. Your Spouse may select a new Beneficiary.

## **2. Death Of Annuitant (who is not the Owner)**

- (a) When We receive Proof of Death, You will become the Annuitant of this Contract. If this Contract is jointly owned, the first Owner will become the Annuitant.
- (b) If the Owner is not a natural person, this Contract ends and We will pay to the Beneficiary (ies) the Death Benefit. The Death Benefit will be the Accumulated Value as of the date of the death of the Annuitant less any applicable Taxes. The payment will be made in a lump sum or in accordance with the election of the Beneficiary.

## **Death After the Maturity Date**

### **1. Death Of Owner**

Unless otherwise provided, if You die before the Annuitant, the Annuitant becomes the new Owner of this Contract. If this Contract is jointly owned, the surviving Owner will become the sole Owner. The Annuitant, if still living, will become the new Owner after the death of the surviving Owner. The Annuity Payments will continue as provided under the Annuity Payment Plan option in effect.

### **2. Death Of Annuitant (who is not the Owner)**

If the Annuitant dies after the Maturity Date but before the end of the guaranteed period of the Annuity Payment Plan, We will continue to make payments to the Beneficiary (ies) for the remainder of the Annuity Payment Plan's guarantee period even if the Payee is alive. No amount will be paid to the Payee or the Beneficiary (ies) if the Annuitant dies after the end of the Annuity Payment Plan's guarantee period under any Annuity Payment Plan option.

The following rules shall apply unless otherwise permitted by Us in accordance with applicable law:

- If any Beneficiary dies before the Owner, the interest of the deceased Beneficiary will pass to any other Beneficiaries according to their respective interests.
- If the Owner has not designated how the Proceeds are to be distributed and there are two or more surviving Beneficiaries in the same class, the surviving Beneficiaries will share the Death Benefit equally.
- If no Beneficiaries survive the Owner(s), payments of the Death Benefit will be made in a lump sum to Your estate.
- If any Beneficiary who is receiving an Annuity Payment dies during the Annuity Payment Plan's guarantee period, the deceased Beneficiary's interest will pass to any other Beneficiaries in the same class who are alive. If the last Beneficiary in a class dies, the remaining Annuity Payments will be paid to those in the next class who are alive, and so on. If no Beneficiaries are alive for an Annuity Payment, the present value of any remaining Annuity Payments in the guarantee period is paid to the estate of the Beneficiary who died last.
- The present value of any remaining Annuity Payments in the guarantee period is always less than the total of the remaining Annuity Payments in the guarantee period. No amount will be paid to any Beneficiary after the end of the guarantee period of the Annuity Payment Plan.
- A Beneficiary that is not a natural person will be considered living for purposes of administering the above rules.

## **Interest on Proceeds Payable on Death of Owner**

If Proceeds are not paid in a lump sum or applied under an Annuity Payment Plan within 30 business days after We receive due proof of the Owner's death, We will pay interest on the Proceeds only as required under applicable state law. The annual effective interest paid will be as stated in the Contract Data Page or as required by applicable state law, if higher. Interest will be paid from the date We receive due proof of death until the Proceeds are paid or applied under an Annuity Payment Plan.

## **Simultaneous Death of Beneficiary and Owner**

Proceeds will be paid as though the Beneficiary died before the Owner if the Beneficiary dies (1) at the same time as the Owner; or (2) within 24 hours of the death of the Owner.

**Exemption of Proceeds**

All payments of Proceeds will be made from our Home Office. To the extent allowed by law and except as provided by an assignment, the Proceeds will be free from the claims of creditors or legal process.

**INTEREST CREDITING PROVISIONS****Base Interest Rate**

The Initial Base Interest Rate will be the rate We declare in advance and is in effect for the Initial Interest Rate Guarantee Period. The Initial Interest Rate Guarantee Period starts on the Issue Date and ends at the close of the Initial Interest Rate Guarantee Period.

The Initial Base Interest Rate, the Initial Interest Rate Guarantee Period and Subsequent Interest Rate Guarantee Period are shown on the Contract Data page.

After the Initial Interest Rate Guarantee Period, We will declare, at Our sole discretion, a Base Interest Rate for each Subsequent Interest Rate Guarantee Period. Subsequent Base Interest Rates may be higher or lower than the Initial Base Interest Rate but will never be less than the Minimum Guaranteed Interest Rate. When declaring Subsequent Base Interest Rates, We may recognize different classes of Contracts. We determine the class criteria equitably and apply the criteria uniformly. Because interest rates vary from time to time, Subsequent Base Interest Rates may differ from the Base Interest Rates used for new policies or other policies issued at different times.

**Minimum Guaranteed Interest Rate**

The Minimum Guaranteed Interest Rate is shown on the Contract Data page.

**CONTRACT VALUES****Accumulated Value**

The Accumulated Value equals:

- the sum of all Premiums paid; less
- any applicable Taxes; plus
- earned interest from the date the Premiums are received; less
- any adjustments for any applicable Taxes and Partial Surrenders and its related Surrender Charges.

**Cash Surrender Value**

At any time prior to the Maturity Date, You may request, In Writing, the full Cash Surrender Value of the Contract in a lump sum. The Cash Surrender Value of this Contract is equal to the Accumulated Value less a Surrender Charge. In no event will the Cash Surrender Value be less than the Guaranteed Cash Surrender Value.

**Guaranteed Cash Surrender Value**

The Guaranteed Cash Surrender Value equals the sum of all Premiums paid less any applicable Taxes, any Partial Surrenders and related surrender charges, accumulated at the Minimum Guaranteed Interest Rate to the date of surrender, less any applicable Taxes and any Surrender Charges on the date of surrender.

**Surrenders and Surrender Charges**

The Surrender Charge is assessed from the time of each premium payment to the date of Surrender. After the Surrender Charge Period for each premium payment, no Surrender Charges apply. The Surrender Charge is a percentage of each premium payment. The Surrender Charge Period and Surrender Charge percentage are shown on the Contract Data page.

At least 45 business days prior to the Maturity Date, You may request, In Writing, a Partial Surrender. The minimum amount You may withdraw at any time is shown on the Contract Data Page; or if less, the entire Cash Surrender Value. The minimum Cash Surrender Value remaining after a Partial Surrender is also shown on the Contract Data Page. If any Partial Surrender request including its related Surrender Charges reduces the Cash Surrender Value to below this minimum amount, We may treat such request as a request for full surrender.

Free Partial Surrenders may be taken each Contract year up to the Maximum Free Partial Surrender Amount. There will be no Surrender Charge applied to any Free Partial Surrenders. The Maximum Free Partial Surrender amount available each Contract Year will be equal to the Free Partial Surrender Percentage, as shown on the Contract Data page, multiplied by the Accumulated Value at the time of the partial surrender, less any partial withdrawals made previously during the same contract year. The Maximum Free Partial Surrender Amount provided each Contract Year is per Contract Year and any unused amount during a particular Contract Year cannot be carried over to one or more subsequent years.

If the attained age of the Owner is 70 or older at the time of the first Partial Surrender in any Contract Year, the Maximum Free Partial Surrender amount for the Contract Year will equal the greater of:

- (a) The Contract's Maximum Free Partial Surrender Amount; and
- (b) The Owner's Required Minimum Distribution attributable to this Contract.

The Owner's Required Minimum Distribution is the minimum amount, if any, as calculated for this Contract under the IRC Section 401, 403, 408, 408A, 457 and current Internal Revenue Service rules regarding minimum distributions that must be distributed to the Owner of this Contract.

A Partial Surrender will reduce Your Accumulated Value. We will subtract the Partial Surrender amount and any associated Surrender Charge from the Accumulated Value.

For the purpose of calculating Free Partial Surrenders and Surrender Charges, Surrenders will be treated as coming first from interest earnings (on a last-in, first-out basis), and as a return of Premiums (on a first-in, first-out basis) only after interest earnings have been exhausted.

On any full or partial Surrender, tax withholding and/or an IRS early surrender penalty may still apply. Please consult Your tax advisor before any surrenders.

### **Systematic Withdrawals**

You may elect Systematic Withdrawal payments, In Writing, on a monthly, quarterly, semi-annual or annual basis. You shall receive withdrawals, subject to the minimum and maximum payment amounts described above, in a pre-arranged amount on a pre-arranged frequency. Payments made under this distribution method are made directly to You from Us. Withdrawals may be subject to a surrender charge on any amount withdrawn in excess of the Free Partial Surrender Amount. Any request to end Systematic Withdrawals must be In Writing.

### **Premium Guarantee**

If You make a full Surrender at any time, You will receive at least the amount of all premiums paid (not including any Premium Enhancement Bonus) less any prior partial Surrenders. Any applicable surrender charges will be waived to the extent that they would conflict with the Premium Guarantee. For purposes of this Premium Guarantee, previous interest partial surrenders will be considered return of premiums.

### **Taxes**

Some states charge a premium tax or similar taxes. We will deduct premium taxes or similar taxes if We must pay them.

This may occur, for example, at the time:

- You pay a premium;
- You surrender the Contract;
- You make a Partial Surrender or full Surrender;
- when the Contract reaches its Maturity Date;
- when amounts are applied to an Annuity Payment Plan: or
- when a Death Benefit is paid.

No charges are currently imposed for Federal, State or local taxes other than state premium taxes. However, We reserve the right to deduct these charges from the Premium(s) and/or the Accumulated Value in the future for such taxes that are attributable to this Contract.

### **Payment Deferral**

We may delay payment of any amount surrendered for up to six months from the date that the request is received.

**Basis of Computation**

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 laws of the state in which this Contract is delivered.

**ANNUITY PAYMENT PLANS**

On the Maturity Date, We will determine the amount of each Annuity Payment by applying the Proceeds to the current purchase rates in effect at the time annuity payments begin. Information regarding our current purchase rates will be available to the Owner upon request.

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

You may choose an Annuity Payment Plan option during the lifetime of the Annuitant. You can change the Annuity Payment Plan, In Writing, during the life of the Annuitant and at least the minimum number of business days before the Maturity Date indicated in the Contract Data Page. Upon receipt of Your request to Our Home Office, We will send You the proper forms to choose an Annuity Payment Plan. This Annuity Payment Plan will go into effect when the completed forms are recorded at our Home Office. Any election of an Annuity Payment Plan is irrevocable after the annuity payments begin.

If You have not chosen an Annuity Payment Plan prior to the death of the Annuitant, the automatic option will be as described under the *Payment of Proceeds Section*.

If a person named to receive the Annuity Payments is other than a natural person, an Annuity Payment Plan will only be available with Our consent.

If the monthly Annuity Payments are less than \$20, We will pay You the Proceeds in a lump sum. With Our consent, You may elect, on or before the Maturity Date, to have the Proceeds payable less frequently than monthly.

The amount of each monthly payment will not be less than the amount shown in the Guarantee Purchase Rate Tables located in the Contract Data. The Guaranteed Purchase Rate tables show the minimum monthly Annuity Payment for each \$1,000 applied, with the Annuity Payments starting one year after Proceeds have been applied to the Payment.

Flexible Premium Deferred Annuity Contract  
Annuity Benefit Payable to Payee at Maturity Date  
Death Benefit Payable in event of Owner's Death prior to Maturity Date  
Interest Rates may Change  
Option to change the Maturity Date  
Option to change type of Annuity Payment payable  
Non-Participating (annual dividends will not be paid)  
Waiver of Surrender Charges in Certain Cases



**The Savings Bank Life Insurance Company of Massachusetts**

Home Office: 1 Linscott Road, Woburn, MA 01801

Telephone: 781-938-3500

www.SBLI.com

**SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

The Savings Bank Life Insurance Company of Massachusetts (referred to as "The Company", "We", "Us", "Our") will make the payments and provide the benefits described in this Contract. We are issuing this Contract in consideration of Our receipt of the application and the initial premium at Our Home Office. Upon receipt of due proof of the death of the Owner before the Maturity Date We will pay the Beneficiary the Proceeds as provided in this Contract.

**READ YOUR CONTRACT CAREFULLY**

Upon receipt by the Owner, this Contract may be returned with a written request to cancel within 10 days (30 days if this is a Replacement Contract or You are 65 years of age or older on the Application Date – or any longer period as may be required by applicable law in the state where the contract is delivered or issued for delivery) by delivering it to the producer through whom it was purchased or to Us at Our Home Office. Upon such delivery or mailing of this Contract and written request to cancel, this Contract will be deemed void from the beginning. Any premium(s) paid, excluding any Premium Enhancement Bonus, and less any amounts withdrawn or Annuity Payments paid hereunder, will be refunded to You after We receive this Contract and the written request to cancel.

This contract is signed by Us at Our Home Office on the Issue Date.

*Marybeth P. Leary* [SPECIMEN]

Marybeth P. Leary  
Secretary

[SPECIMEN] *Robert K. Sheridan*

Robert K. Sheridan  
President

**Single Premium Deferred Annuity Contract**  
**Annuity Benefit Payable to Payee at Maturity Date**  
**Death Benefit Payable in event of Owner's Death prior to Maturity Date**  
**Interest Rates may Change**  
**Option to change the Maturity Date**  
**Option to change type of Annuity Payment payable**  
**Non-Participating (annual dividends will not be paid)**  
**Waiver of Surrender Charges in Certain Cases**

**Annuities are not FDIC insured.**

## Table of Contents

<b>CONTRACT DATA</b> .....	1
<b>DEFINITIONS</b> .....	3
<b>GENERAL PROVISIONS</b> .....	4
Conformity with Applicable Laws.....	4
Entire Contract.....	4
Business Day.....	4
Contract Changes by Us.....	4
Premium Payment.....	4
Incontestability.....	4
Interest Rates.....	4
Misstatement of Age and or Sex.....	4
Non-Business Days.....	4
Non-Participating.....	4
Maturity Date.....	5
Reports.....	5
<b>CONTRACT CONTROL</b> .....	5
Annuitant.....	5
Beneficiary.....	5
Owner.....	5
Non Natural Owner.....	6
Assigning Your Contract.....	6
<b>PAYMENT OF PROCEEDS</b> .....	6
Maturity Date.....	6
Surrender of Contract.....	6
Death Before the Maturity Date.....	6
Death After the Maturity Date.....	7
Interest on Proceeds Payable on Death of Owner.....	7
Simultaneous Death of Beneficiary and Owner.....	7
Exemption of Proceeds.....	8
<b>INTEREST CREDITING PROVISIONS</b> .....	8
Base Interest Rate.....	8
Minimum Guaranteed Interest Rate.....	8
<b>CONTRACT VALUES</b> .....	8
Accumulated Value.....	8
Cash Surrender Value.....	8
Guaranteed Cash Surrender Value.....	8
Surrenders and Surrender Charges.....	8
Systematic Withdrawals.....	9
Premium Guarantee.....	9
Taxes.....	9
Payment Deferral.....	9
Basis of Computation.....	10
<b>ANNUITY PAYMENT PLANS</b> .....	10

**CONTRACT DATA PAGE**  
**Single Premium Deferred Annuity Contract**  
**[With Initial Interest Rate Bonus]**

Contract Number:	[SPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Single Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

Initial Current Credited Rate:

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]
Minimum Guaranteed Interest Rate:	[ 1% in policy years 1-5 ] [ 1% in contract years 6 and after ]
Maximum Free Partial Surrender Percentage:	[10%]
Minimum Partial Surrender Amount:	[\$500]
Minimum Cash Surrender Value remaining after a Partial Surrender:	[\$5,000]

CONTRACT DATA CONTINUED ON NEXT PAGE

Surrender Charge Period: [3] years  
Surrender Charge: As a percentage of the Accumulated Value  
Year 1 [9%]  
Year 2 [8%]  
Year 3 [7%]

Annuity Payment Plan  
must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
Payable On Death of Owner: [1%]

[Riders Included: [BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate 1.00% -10.00%  
Bailout Withdrawal Window 10 days – 366 days

E-110, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Single Premium Deferred Annuity Contract**

Contract Number:	[SPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Single Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
Total Initial Current Credited Rate:	[5.00%]

Subsequent Interest Rate Guarantee Period: [1 Year]

Minimum Guaranteed Interest Rate: [ 1% in policy years 1-5 ]  
[ 1% in contract years 6 and after ]

Maximum Free Partial Surrender Percentage: [10%]

Minimum Partial Surrender Amount: [\$500]

Minimum Cash Surrender Value remaining after a Partial Surrender: [\$5,000]

Surrender Charge Period: [3] years

Surrender Charge: As a percentage of the Accumulated Value  
Year 1 [9%]  
Year 2 [8%]  
Year 3 [7%]

CONTRACT DATA CONTINUED ON NEXT PAGE

Annuity Payment Plan  
must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
Payable On Death of Owner: [1%]

[Riders Included: [BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate 1.00% -10.00%  
Bailout Withdrawal Window 10 days – 366 days

E-110, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Single Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus]**

Contract Number:	[SPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Single Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

Initial Current Credited Rate:

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
Total Initial Current Credited Rate:	[6.00%]

Subsequent Interest Rate Guarantee Period: [1 Year]

Premium Enhancement Bonus\*: [1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Premium Payment. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate: [ 1% in policy years 1-5 ]  
[ 1% in contract years 6 and after ]

Maximum Free Partial Surrender Percentage: [10%]

Minimum Partial Surrender Amount: [\$500]

Minimum Cash Surrender Value remaining after a Partial Surrender: [\$5,000]

Surrender Charge Period: [3] years

Surrender Charge: As a percentage of the Accumulated Value  
Year 1 [9%]  
Year 2 [8%]  
Year 3 [7%]

**Annuity Payment Plan**  
must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
Payable On Death of Owner: [1%]

[Riders Included: [BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate 1.00% -10.00%  
Bailout Withdrawal Window 10 days – 366 days

E-110, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Single Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[SPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Single Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Premium Payment. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate: [ 1% in policy years 1-5 ]  
[ 1% in contract years 6 and after ]

Maximum Free Partial Surrender Percentage: [10%]

Minimum Partial Surrender Amount: [\$500]

Minimum Cash Surrender Value remaining after a Partial Surrender: [\$5,000]

Surrender Charge Period: [3] years

Surrender Charge: As a percentage of the Accumulated Value  
Year 1 [9%]  
Year 2 [8%]  
Year 3 [7%]

Annuity Payment Plan  
must be selected no later than: [30] Days before the Maturity Date

[Riders Included: [BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate 1.00% -10.00%  
Bailout Withdrawal Window 10 days – 366 days

E-110, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Single Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[SPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Single Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Premium Payment. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate: [ 1% in policy years 1-5 ]  
[ 1% in contract years 6 and after ]

Maximum Free Partial Surrender Percentage: [10%]

Minimum Partial Surrender Amount: [\$500]

Minimum Cash Surrender Value remaining after a Partial Surrender: [\$5,000]

Surrender Charge Period: [4] years

Surrender Charge: As a percentage of the Accumulated Value  
Year 1 [9%]  
Year 2 [8%]  
Year 3 [7%]  
Year 4 [6%]

Annuity Payment Plan  
must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
Payable On Death of Owner: [1%]

[Riders Included: [BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate 1.00% -10.00%  
Bailout Withdrawal Window 10 days – 366 days

E-110, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Single Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[SPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Single Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Premium Payment. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate: [ 1% in policy years 1-5 ]  
[ 1% in contract years 6 and after ]

Maximum Free Partial Surrender Percentage: [10%]

Minimum Partial Surrender Amount: [\$500]

Minimum Cash Surrender Value remaining after a Partial Surrender: [\$5,000]

Surrender Charge Period: [5] years

Surrender Charge: As a percentage of the Accumulated Value

Year 1 [9%]

Year 2 [8%]

Year 3 [7%]

Year 4 [6%]

Year 5 [5%]

Annuity Payment Plan  
must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
Payable On Death of Owner: [1%]

[Riders Included: [BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate 1.00% -10.00%  
Bailout Withdrawal Window 10 days – 366 days

E-110, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Single Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[SPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Single Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Premium Payment. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate: [ 1% in policy years 1-5 ]  
[ 1% in contract years 6 and after ]

Maximum Free Partial Surrender Percentage: [10%]

Minimum Partial Surrender Amount: [\$500]

Minimum Cash Surrender Value remaining after a Partial Surrender: [\$5,000]

Surrender Charge Period: [6] years

Surrender Charge: As a percentage of the Accumulated Value

Year 1 [ 9%]

Year 2 [ 8%]

Year 3 [ 7%]

Year 4 [ 6%]

Year 5 [ 5%]

Year 6 [ 4%]

Annuity Payment Plan

must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds

Payable On Death of Owner: [1%]

[Riders Included:

[BR-5, Nursing Home Rider]

[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:

Bailout Rate 1.00% -10.00%

Bailout Withdrawal Window 10 days – 366 days

E-110, Individual Retirement Annuity Endorsement

IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Single Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[SPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Single Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Premium Payment. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate: [ 1% in policy years 1-5 ]  
[ 1% in contract years 6 and after ]

Maximum Free Partial Surrender Percentage: [10%]

Minimum Partial Surrender Amount: [\$500]

Minimum Cash Surrender Value remaining after a Partial Surrender: [\$5,000]

Surrender Charge Period: [7] years

Surrender Charge: As a percentage of the Accumulated Value  
Year 1 [ 9%]                      Year 6 [ 4%]  
Year 2 [ 8%]                      Year 7 [ 3%]  
Year 3 [ 7%]  
Year 4 [ 6%]  
Year 5 [ 5%]

Annuity Payment Plan  
must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
Payable On Death of Owner: [1%]

[Riders Included:                      [BR-5, Nursing Home Rider]  
   [BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate                              1.00% -10.00%  
Bailout Withdrawal Window              10 days – 366 days

E-110, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

CONTRACT DATA CONTINUED ON NEXTPAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Single Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[SPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Single Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Premium Payment. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate: [ 1% in policy years 1-5 ]  
[ 1% in contract years 6 and after ]

Maximum Free Partial Surrender Percentage: [10%]

Minimum Partial Surrender Amount: [\$500]

Minimum Cash Surrender Value remaining after a Partial Surrender: [\$5,000]

Surrender Charge Period: [8] years

Surrender Charge: As a percentage of the Accumulated Value

Year 1	[ 9%]	Year 6	[ 4%]
Year 2	[ 8%]	Year 7	[ 3%]
Year 3	[ 7%]	Year 8	[ 2%]
Year 4	[ 6%]		
Year 5	[ 5%]		

Annuity Payment Plan  
must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
Payable On Death of Owner: [1%]

[Riders Included: [BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate 1.00% -10.00%  
Bailout Withdrawal Window 10 days – 366 days

E-110, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

**CONTRACT DATA PAGE**  
**Single Premium Deferred Annuity Contract**  
**[With Premium Enhancement Bonus**  
**And**  
**Initial Interest Rate Bonus]**

Contract Number:	[SPDA2009]	Issue Date:	[FEBRUARY 1, 2010]
Single Premium:	[\$100,000]	Maturity Date:	[FEBRUARY 1, 2070]
Qualified Type:	[NonQualified]		
Owner:	[JOHN DOE]	Joint Owner:	[JANE DOE]
Issue Age:	[35]	Issue Age:	[35]
Annuitant:			
Name:	[JANE DOE]		
Issue Age:	[35]		
Sex:	[M]		
Beneficiary:	As stated in the copy of the Application attached to this Contract, unless subsequently changed in compliance with this Contract's provisions		

**Initial Current Credited Rate:**

Initial Interest Rate Guarantee Period:	[1 Year]
Initial Base Interest Rate:	[5.00%]
[Initial Interest Rate Bonus*:	[1.00%]
Initial Interest Rate Bonus Period*:	[1 Year]]
Total Initial Current Credited Rate:	[6.00%]

**[\*Initial Interest Rate Bonus**

The Initial Interest Rate Bonus will be added to the Initial Base Interest Rate. This Initial Interest Rate Bonus is applicable during the Initial Interest Rate Bonus Period only and is not included in Subsequent Base Interest Rates.]

Subsequent Interest Rate Guarantee Period:	[1 Year]
Premium Enhancement Bonus*:	[1% for premiums above \$25,000, applies in the first year only]

**[\*Premium Enhancement Bonus**

The Premium Enhancement Bonus will be credited to Your Accumulated Value at the date of the Premium Payment. Any Premium Enhancement Bonus credited is treated as earnings for all purposes under the Contract and is not considered part of your Premium Payment. In certain instances inclusion or non-inclusion of the Premium Enhancement Bonus may affect the values available to you. Refer to "Read Your Policy Carefully" on the Contract Cover page, and "Premium Guarantee" under Contract Values.]

CONTRACT DATA CONTINUED ON NEXT PAGE

Minimum Guaranteed Interest Rate: [ 1% in policy years 1-5 ]  
[ 1% in contract years 6 and after ]

Maximum Free Partial Surrender Percentage: [10%]

Minimum Partial Surrender Amount: [\$500]

Minimum Cash Surrender Value remaining after a Partial Surrender: [\$5,000]

Surrender Charge Period: [9] years

Surrender Charge: As a percentage of the Accumulated Value

Year 1	[ 9%]	Year 6	[ 4%]
Year 2	[ 8%]	Year 7	[ 3%]
Year 3	[ 7%]	Year 8	[ 2%]
Year 4	[ 6%]	Year 9	[ 1%]
Year 5	[ 5%]		

Annuity Payment Plan  
must be selected no later than: [30] Days before the Maturity Date

Interest on Proceeds  
Payable On Death of Owner: [1%]

[Riders Included: [BR-5, Nursing Home Rider]  
[BR-2, Terminal Illness Rider]

[Endorsement E-108, Bailout Waiver of Surrender Charge:  
Bailout Rate 1.00% -10.00%  
Bailout Withdrawal Window 10 days – 366 days

E-110, Individual Retirement Annuity Endorsement  
IRS 5305-RB, ROTH Individual Retirement Annuity Endorsement]

CONTRACT DATA CONTINUED ON NEXT PAGE

## GUARANTEED PURCHASE RATE TABLES

Minimum fixed monthly annuity payments for each \$1,000 applied.

No. of Years Certain	Monthly Amount	Age on Annuity Date	Life and 10 years Certain		Life and 15 years Certain		Life and 20 years Certain	
			Female	Male	Female	Male	Female	Male
10	[8.75	45	\$ [ 2.48	2.67	2.47	2.65	2.46	2.63
11	7.99	46	2.52	2.72	2.51	2.70	2.50	2.68
12	7.36	47	2.57	2.78	2.56	2.76	2.55	2.73
13	6.83	48	2.62	2.84	2.61	2.81	2.60	2.78
14	6.37	49	2.68	2.90	2.67	2.87	2.65	2.84
15	5.97	50	2.74	2.96	2.72	2.94	2.70	2.89
16	5.63	51	2.79	3.03	2.78	3.00	2.75	2.95
17	5.32	52	2.86	3.10	2.84	3.07	2.81	3.01
18	5.05	53	2.92	3.18	2.90	3.14	2.87	3.07
19	4.81	54	2.99	3.26	2.97	3.21	2.93	3.14
20	4.59	55	3.06	3.34	3.04	3.29	2.99	3.20
21	4.39	56	3.14	3.42	3.11	3.37	3.06	3.27
22	4.21	57	3.22	3.51	3.18	3.45	3.12	3.34
23	4.05	58	3.30	3.61	3.26	3.53	3.19	3.41
24	3.90	59	3.39	3.71	3.34	3.62	3.26	3.48
25	3.76	60	3.48	3.82	3.43	3.71	3.34	3.55
26	3.63	61	3.58	3.93	3.52	3.81	3.41	3.62
27	3.51	62	3.68	4.04	3.61	3.91	3.49	3.69
28	3.40	63	3.79	4.17	3.71	4.01	3.56	3.76
29	3.30	64	3.91	4.30	3.81	4.11	3.64	3.83
30	3.21 ]	65	4.03	4.43	3.91	4.22	3.72	3.90
		66	4.16	4.57	4.02	4.32	3.80	3.97
		67	4.30	4.72	4.13	4.43	3.88	4.04
		68	4.44	4.87	4.25	4.54	3.95	4.10
		69	4.59	5.03	4.37	4.65	4.02	4.16
		70	4.75	5.19	4.48	4.75	4.09	4.21
		71	4.92	5.36	4.60	4.86	4.16	4.26
		72	5.09	5.54	4.72	4.96	4.22	4.31
		73	5.27	5.71	4.84	5.07	4.28	4.35
		74	5.46	5.89	4.96	5.16	4.33	4.39
		75	5.66	6.08	5.07	5.26	4.37	4.43
		76	5.86	6.26	5.18	5.34	4.41	4.46
		77	6.07	6.44	5.29	5.42	4.45	4.48
		78	6.28	6.63	5.38	5.50	4.48	4.51
		79	6.49	6.81	5.47	5.57	4.50	4.52
		80	6.69	6.99	5.55	5.63	4.52	4.54
		81	6.90	7.16	5.62	5.69	4.54	4.55
		82	7.10	7.33	5.68	5.74	4.55	4.56
		83	7.29	7.48	5.74	5.78	4.56	4.57
		84	7.46	7.63	5.78	5.82	4.57	4.58
		85	7.63	7.77	5.82	5.85	4.58	4.58
		86	7.78	7.90	5.86	5.88	4.58	4.59
		87	7.92	8.02	5.89	5.90	4.59	4.59
		88	8.05	8.13	5.91	5.92	4.59	4.59
		89	8.16	8.23	5.93	5.94	4.59	4.59
		90	8.26	8.32	5.94	5.95	4.59	4.59 ]

The guaranteed interest is [1.00%] and the mortality table basis is the [Annuity 2000 Male and Female Mortality Tables]. One year will be deducted from the attained age of the Annuitant for every [3] completed years beyond the year [2006].

END OF CONTRACT DATA

## DEFINITIONS

**“Age”** refers to the attained age of a person at his or her last birthday.

**“Annuitant”** refers to the measuring life of specifically named individual listed on the Contract Data page. For Qualified Plans, the Annuitant and the Owner is the same person.

**“Annuity Payment”** refers to periodic payments that We make to the Payee if this Contract is still in force on the Maturity Date.

**“Beneficiary”** refers to any person who has the right to receive the Death Benefit as set forth in this Contract. A Beneficiary must survive the Owner and any Joint Owner by more than 24 hours to receive a Death Benefit. You may change the Beneficiary by sending Us a request, In Writing. The requested change must be delivered to Us prior to Your death. Changing the Beneficiary is subject to the rights of the Irrevocable Beneficiary. Unless You designate a Beneficiary, You, or Your estate is the Beneficiary. If no named Beneficiary survives the Annuitant, Your estate will be the Beneficiary.

**“Death Benefit”** refers to the amount payable upon the death of the Owner before the Maturity Date.

**“IRC”** refers to the Internal Revenue Code.

**“Issue Date”** refers to the effective date of this Contract. Contract Years and Contract Anniversaries are determined from this Issue Date.

**“In Writing”** refers to in a written form acceptable to Us and filed at our Home Office. If there is a Joint Owner, both the Owner and Joint Owner must sign the written notice, election or request. Such notice, election or request is not binding on any payment We made or any actions We took prior to receiving such notice, election or request at Our Home Office. All correspondence should be sent to Our Home Office.

**“Irrevocable Beneficiary”** refers a Beneficiary whose interest cannot be changed without his or her consent.

**“Joint Owner”** refers the person named in the application form as a Joint Owner. Our consent is needed to name a Joint Owner who is not the spouse of the Owner. You may request to change a Joint Owner by sending Us a request In Writing signed by the Owner and any Joint Owner. You must have Our consent to change the Joint Owner. These rights are subject to the written consent of any irrevocable beneficiary. The Joint Owner, if any, is shown on the Contract Data Page.

**“Maturity Date”** refers to the date the Annuity Payments begin. The Maturity Date is shown on the Contract Data page. The Owner may change the Maturity Date, In Writing, during the lifetime of the Annuitant and prior to the Maturity Date. Please see the Maturity Date Provision for more information.

**“Owner”** refers to the person named in the application form as Owner(s). You may exercise every right in this Contract. If this is a jointly owned Contract, ownership rights and privileges under this Contract must be exercised jointly. The Death Benefit of this Contract is payable upon death of any Joint Owner. The Owner is shown on the Contract Data Page.

**“Payee”** refers to the recipient(s) of Annuity Payments under this Contract. You will be the Payee, unless We agree to some other Payee.

**“Proceeds”** refers to the amount payable under this Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Maturity Date.

**“Proof Of Death”** refers to evidence that death has occurred including a certified copy of the certificate, the statement of an attending physician, a finding from a court of competent jurisdiction, or any other proof that is acceptable to Us.

**“Qualified Plan”** refers to a retirement plan under the IRC, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

**“We”, “Us”, “Our” or “SBLI”** refers to the Company. When You write to Us, please include the Contract number, Your full name and Your current address.

**Written Notice”** refers to any notice that We send to You. Any Written Notice will be sent to Your last known address unless You request otherwise In Writing. You must promptly provide Us In Writing of any address change.

**“You” and “Your”** refers to the Owner or Joint Owners of this Contract listed on the Contract Data page.

## **GENERAL PROVISIONS**

### **Conformity with Applicable Laws**

The values available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes and/or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws and/or regulations. In addition, notwithstanding any provisions in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the IRC, and all terms of the Contract shall be interpreted consistently with the requirements of this section.

### **Entire Contract**

This is a legal contract between You and Us. This Contract is issued in consideration of the payment of the single premium. The entire Contract consists of this document and any attached riders, applications, amendments and endorsements. All statements in the application and amendments thereto are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No such statement will be used by Us to contest this Contract unless that statement is a material representation and/or fraud. No person, except our President or Secretary, has the power to make or modify this Contract. Any change must be in writing and signed by Our President or Secretary.

### **Business Day**

Business Day shall mean any day of the week except for Saturday, Sunday, U.S. Federal holidays and other days the Home Office is closed.

### **Contract Changes by Us**

We reserve the right to amend this Contract to meet the requirements of any applicable federal or state laws or regulations, or as otherwise provided in this Contract. We will notify You by Written Notice of such changes or amendments.

### **Premium Payment**

The Premium is due and payable in advance, as shown on the Contract Data page. It is due on the Issue Date. If any check or other instrument given in payment of any part of the Premium is not honored when presented for payment, the Premium will remain unpaid and this Contract will be void. We may limit the amount of Premium that We will accept for this Contract.

### **Incontestability**

We will not contest this Contract.

### **Interest Rates**

All interest rates are expressed as annual effective interest rates.

### **Misstatement of Age and or Sex**

If the age and or sex of the Annuitant have been misstated, We will adjust the Proceeds. The Proceeds of this Contract will be those Your Premium would have purchased at the correct age and or sex. The Annuitant's age is as of his or her age last birthday on the Contract Date.

Any over payments made by Us on account of such error, with an annual effective rate of 1.0% shall be charged against any future payments by Us. Any under payments made by Us shall be adjusted in the same manner and credited with the next payment.

### **Non-Business Days**

If the due date for any activity required by this Contract falls on a non-business day, the activity will be performed on the first business day following such due date.

### **Non-Participating**

This Contract is non-participating and will not share in any surplus earnings of the Company. No dividends will be paid by Us at any time.

**Maturity Date**

You may elect a new Maturity Date at any time, In Writing, at least 30 days prior to the Maturity Date. We may require that the Contract be submitted for endorsement to show the change. The Maturity Date may not be in the first Contract Year. The 95<sup>th</sup> birthday of the Owner and Annuitant must be on or after the new Maturity Date.

**Reports**

We will provide at least once a year, and at any time upon request, a report showing any information required by state or federal law. These reports will be provided free of charge.

The report will contain:

- (a) The beginning and end dates of the current report period,
- (b) The account value at the start and end of the current report period,
- (c) Any amounts credited or debited to the account value during the current report period,
- (d) The type of each such credit or debit, and
- (e) The Cash Surrender Value at the end of the current report period.

**CONTRACT CONTROL****Annuitant**

You can change the Annuitant at any time, In Writing and prior to the Maturity Date, provided the 95<sup>th</sup> birthday of the new Annuitant is on or after the Maturity Date. When We record the change, it will, unless you state otherwise, take effect as of the date You signed the notice. The change will be subject to any payments We made, or any actions We took before We recorded the change.

**Beneficiary**

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any Proceeds payable may be stated. Any Proceeds payable will be paid to any Beneficiary classified as primary who survives You. If no primary Beneficiary survives You, the Proceeds will be made to any Beneficiary surviving in the next class, and so on.

You can change a revocable Beneficiary(ies) during Your lifetime, In Writing. When We record the change, it will take effect as of the date You signed the notice. The change will be subject to any payments We made, or any actions We took before We recorded the change. You can name any Beneficiary to be an Irrevocable Beneficiary.

A change cancels all prior Beneficiaries; except, however a change will not cancel any Irrevocable Beneficiary without his or her consent.

Unless You state otherwise, all rights of a Beneficiary, including an Irrevocable Beneficiary, will end if he or she dies before You. No Beneficiary has any rights in the Contract until You die.

**Owner**

You have the right to name a new Owner(s), assign Your interest in this Contract (on non-Qualified Plans only), receive Annuity Payments and name a Payee to receive the Annuity Payments. If this Contract is jointly owned, these rights must be exercised jointly. If no Owner is named in the application form, the Annuitant will be the Owner. All rights described in this Contract may be exercised by the Owner(s) subject to the rights of any assignee of record with Us and any irrevocably named Beneficiary. All ownership rights end at Your death.

You can change the Owner(s) at any time, In Writing, provided the 95<sup>th</sup> birthday of the new Owner is on or after the Maturity Date. When We record the change, unless you request otherwise, it will take effect as of the date You signed the notice. The change will be subject to any payments We made, or any actions We took before We recorded the change. Changing the Owner(s) of this Contract does not change the Annuitant or the Payee.

The Annuitant and the Owner must generally be the same individual for Contracts issued in connection with  
Qualified Plans.

### **Non Natural Owner**

IRC Section 72(u), as amended, requires that if a Contract is owned by a non-natural person, an increase in the Accumulated Value is taxable each year, unless the trust, corporation, partnership, association or other non-natural person owns the Contract as agent for a natural person. If the Company issues a Contract to a non-natural person that owns the Contract as an agent for a natural person, the Annuitant is considered the Owner for purposes of the Death Before the Maturity Date provision. Any change in Annuitant may be considered a taxable event.

If a Contract is issued to a non natural person that, in fact, does not own the Contract as agent for a natural person under the rules of IRC Section 72(u), an increase in the Accumulated Value is taxable each year. In addition, no Death Benefit will be payable upon the death of the Annuitant and the new Owner must designate a new Annuitant.

### **Assigning Your Contract**

During Your lifetime, You can assign Your rights under this Contract, unless restricted by endorsement to this Contract. Such an assignment is not a change in Ownership. The consent of any Irrevocable Beneficiaries is required before such assignment is effective.

An assignee may not change the Owner(s), Annuitant or the Beneficiary(ies). The assignee may not elect an alternate Annuity Payment Plan.

This request must be made In Writing. When We record the change, it will, unless you state otherwise, take effect as of the date You signed the notice. The change will be subject to any payments We made, or any actions We took before We recorded the change. We are not responsible for the validity or effect of any assignment, including any tax consequences.

### **PAYMENT OF PROCEEDS**

This Contract is intended to qualify as an annuity contract under Section 72 of the IRC as amended. The Payment of Proceeds should be interpreted consistently with IRC Section 72(s) minimum distribution rules. If this Contract is sold as a qualified retirement plan, distribution provisions of the qualified retirement plan endorsement attached to this Contract may amend and replace certain provisions of this Contract.

### **Maturity Date**

On the Maturity Date, as shown on the Contract Data page, We will pay the Proceeds of this Contract to the Owner. Proceeds payable to You on the Maturity Date of the Contract will be the Accumulated Value if the Contract has been in force for at least 3 years, or the Cash Surrender Value if otherwise, as defined in the *Contract Values Section* less any applicable Taxes. You must elect to have the Proceeds paid under one of the Annuity Payment Options described in the *Annuity Payment Plans Section* In Writing at least 45 business days prior to the Maturity Date. If no election is made, an automatic payment option of monthly income for a minimum of 120 months and as long thereafter as the Annuitant lives will be applied to the Proceeds.

### **Surrender of Contract**

Any time prior to the Maturity Date, You may request, In Writing, to receive the Proceeds of this Contract in a lump sum. Proceeds payable to You on full surrender of the Contract will be the Cash Surrender Value as defined in the *Contract Values Section* less any applicable Taxes.

### **Death Before the Maturity Date**

#### **1. Death Of Owner**

If any Owner of this Contract dies before the Maturity Date, the following applies:

- (a) We will pay the Beneficiary(ies) the Death Benefit when We receive Proof Of Death. The Death Benefit will be the Accumulated Value as of the date of death of the Owner less any applicable Taxes. Unless the Owner previously designate otherwise, the Death Benefit will be paid in a lump sum and this Contract will terminate on such date. If the Death Benefit is not paid in a lump sum, the entire interest must be distributed: (1) within 5 years of the deceased Owner's death; or (2) under an Annuity Payment option for the life of the Beneficiary or for a number of years that is not more than the life expectancy of the Beneficiary, with payments beginning within one year of the deceased Owner's death.

- (b) If Your Surviving Spouse is the sole primary Beneficiary, Your Spouse may elect, In Writing, to become the new Owner of this Contract, subject to certain Qualified Plan limitations. This Contract will continue and, if the deceased Owner was also the Annuitant, Your Spouse will be the new Annuitant. If Your Spouse chooses to continue this Contract, no Death Benefit will be paid. Your Spouse may select a new Beneficiary.

## **2. Death Of Annuitant (who is not the Owner)**

- (a) When We receive Proof of Death, You will become the Annuitant of this Contract. If this Contract is jointly owned, the first Owner will become the Annuitant.
- (b) If the Owner is not a natural person, this Contract ends and We will pay to the Beneficiary(ies) the Death Benefit. The Death Benefit will be the Accumulated Value as of the date of death of the Annuitant less any applicable Taxes. The payment will be made in a lump sum or in accordance with the election of the Beneficiary.

## **Death After the Maturity Date**

### **1. Death Of Owner**

Unless otherwise provided, if You die before the Annuitant, the Annuitant becomes the new Owner of this Contract. If this Contract is jointly owned, the surviving Owner will become the sole Owner. The Annuitant, if still living, will become the new Owner after the death of the surviving Owner. The Annuity Payments will continue as provided under the Annuity Payment Plan option in effect.

### **2. Death Of Annuitant (who is not the Owner)**

If the Annuitant dies after the Maturity Date but before the end of the guaranteed period of the Annuity Payment Plan, We will continue to make payments to the Beneficiary(ies) for the remainder of the Annuity Payment Plan's guarantee period even if the Payee is alive. No amount will be paid to the Payee or the Beneficiary(ies) if the Annuitant dies after the end of the Annuity Payment Plan's guarantee period under any Annuity Payment Plan option.

The following rules shall apply unless otherwise permitted by Us in accordance with applicable law:

- If any Beneficiary dies before the Owner, the interest of the deceased Beneficiary will pass to any other Beneficiaries according to their respective interests.
- If the Owner has not designated how the Proceeds are to be distributed and there are two or more surviving Beneficiaries in the same class, the surviving Beneficiaries will share the Death Benefit equally.
- If no Beneficiaries survive the Owner(s), payments of the Death Benefit will be made in a lump sum to Your estate.
- If any Beneficiary who is receiving an Annuity Payment dies during the Annuity Payment Plan's guarantee period, the deceased Beneficiary's interest will pass to any other Beneficiaries in the same class who are alive. If the last Beneficiary in a class dies, the remaining Annuity Payments will be paid to those in the next class who are alive, and so on. If no Beneficiaries are alive for an Annuity Payment, the present value of any remaining Annuity Payments in the guarantee period is paid to the estate of the Beneficiary who died last.
- The present value of any remaining Annuity Payments in the guarantee period is always less than the total of the remaining Annuity Payments in the guarantee period. No amount will be paid to any Beneficiary after the end of the guarantee period of the Annuity Payment Plan.
- A Beneficiary that is not a natural person will be considered living for purposes of administering the above rules.

## **Interest on Proceeds Payable on Death of Owner**

If Proceeds are not paid in a lump sum or applied under an Annuity Payment Plan within 30 business days after We receive due proof of the Owner's death, We will pay interest on the Proceeds only as required under applicable state law. The annual effective interest paid will be as stated in the Contract Data Page or as required by applicable state law, if higher. Interest will be paid from the date We receive due proof of death until the Proceeds are paid or applied under an Annuity Payment Plan.

## **Simultaneous Death of Beneficiary and Owner**

Proceeds will be paid as though the Beneficiary died before the Owner if the Beneficiary dies(1) at the same time as the Owner; or (2) within 24 hours of the death of the Owner.

**Exemption of Proceeds**

All payments of Proceeds will be made from our Home Office. To the extent allowed by law and except as provided by an assignment, the Proceeds will be free from claims of creditors or legal process.

**INTEREST CREDITING PROVISIONS****Base Interest Rate**

The Initial Base Interest Rate will be the rate We declare in advance and is in effect for the Initial Interest Rate Guarantee Period. The Initial Interest Rate Guarantee Period starts on the Issue Date and ends at the close of the Initial Interest Rate Guarantee Period.

The Initial Base Interest Rate, the Initial Interest Rate Guarantee Period and Subsequent Interest Rate Guarantee Period are shown on the Contract Data page.

After the Initial Interest Rate Guarantee Period, We will declare, at Our sole discretion, a Base Interest Rate for each Subsequent Interest Rate Guarantee Period. Subsequent Base Interest Rates may be higher or lower than the Initial Base Interest Rate but will never be less than the Minimum Guaranteed Interest Rate. When declaring Subsequent Base Interest Rates, We may recognize different classes of Contracts. We determine the class criteria equitably and apply the criteria uniformly. Because interest rates vary from time to time, Subsequent Base Interest Rates may differ from the Base Interest Rates used for new policies or other policies issued at different times.

**Minimum Guaranteed Interest Rate**

The Minimum Guaranteed Interest Rate is shown on the Contract Data page.

**CONTRACT VALUES****Accumulated Value**

The Accumulated Value equals:

- the sum of all Premiums paid; less
- any applicable Taxes; plus
- earned interest from the date the Premiums are received; less
- any adjustments for any applicable Taxes and Partial Surrenders and its related Surrender Charges.

**Cash Surrender Value**

At any time prior to the Maturity Date, You may request, In Writing, the full Cash Surrender Value of the Contract in a lump sum. The Cash Surrender Value of this Contract is equal to the Accumulated Value less a Surrender Charge. In no event will the Cash Surrender Value be less than the Guaranteed Cash Surrender Value.

**Guaranteed Cash Surrender Value**

The Guaranteed Cash Surrender Value equals the Premium paid, less any applicable Taxes, any Partial Surrenders and related surrender charges, accumulated at the Minimum Guaranteed Interest Rate to the date of surrender, less any applicable Taxes and any Surrender Charges on the date of surrender.

**Surrenders and Surrender Charges**

The Surrender Charge Period is the number of Contract years during which a Surrender Charge applies. After the Surrender Charge Period, no Surrender Charges apply. The Surrender Charge is a percentage of the Accumulated Value. The Surrender Charge percentage varies by the Contract Year in which the surrender occurs. The Surrender Charge Period and Surrender Charge percentage are shown on the Contract Data page.

At least 45 business days prior to the Maturity Date, You may request, In Writing, a Partial Surrender. The minimum amount You may withdraw at any time is shown on the Contract Data Page; or if less, the entire Cash Surrender Value. The minimum Cash Surrender Value remaining after a Partial Surrender is also shown on the Contract Data Page. If any Partial Surrender request including its related Surrender Charges reduces the Cash Surrender Value to below this minimum amount, We may treat such request as a request for full surrender.

Free Partial Surrenders may be taken each Contract year up to the Maximum Free Partial Surrender Amount. There will be no Surrender Charge applied to any Free Partial Surrenders. The Maximum Free Partial Surrender amount available each Contract Year will be equal to the Free Partial Surrender Percentage, as shown on the Contract Data page, multiplied by the Accumulated Value at the time of the partial surrender, less any partial withdrawals made previously during the same contract year. The Maximum Free Partial Surrender Amount provided each Contract Year is per Contract Year and any unused amount during a particular Contract Year cannot be carried over to one or more subsequent years.

If the attained age of the Owner is 70 or older at the time of the first Partial Surrender in any Contract Year, the Maximum Free Partial Surrender amount for the Contract Year will equal the greater of:

- (a) The Contract's Maximum Free Partial Surrender Amount; and
- (b) The Owner's Required Minimum Distribution attributable to this Contract.

The Owner's Required Minimum Distribution is the minimum amount, if any, as calculated for this Contract under the IRC Section 401, 403, 408, 408A, 457 and current Internal Revenue Service rules regarding minimum distributions, that must be distributed to the Owner of this Contract.

A Partial Surrender will reduce Your Accumulated Value. We will subtract the Partial Surrender amount and any associated Surrender Charge from the Accumulated Value.

On any full or partial Surrender, tax withholding and/or an IRS early surrender penalty may still apply. Please consult Your tax advisor before any surrenders.

### **Systematic Withdrawals**

You may elect Systematic Withdrawal payments, In Writing, on a monthly, quarterly, semi-annual or annual basis. You shall receive withdrawals, subject to the minimum and maximum payment amounts described above, in a pre-arranged amount on a pre-arranged frequency. Payments made under this distribution method are made directly to You from Us. Withdrawals may be subject to a surrender charge on any amount withdrawn in excess of the Free Partial Surrender Amount. Any request to end Systematic Withdrawals must be In Writing.

### **Premium Guarantee**

If You make a full Surrender at any time, You will receive at least the amount of all premiums paid (not including any Premium Enhancement Bonus) less any prior partial Surrenders. Any applicable surrender charges will be waived to the extent that they would conflict with the Premium Guarantee. For purposes of this Premium Guarantee, previous interest partial surrenders will be considered return of premiums.

### **Taxes**

Some states charge a premium tax or similar taxes. We will deduct premium taxes or similar taxes if We must pay them.

This may occur, for example, at the time:

- You pay a premium;
- You surrender the Contract;
- You make a Partial Surrender or full Surrender;
- When the Contract reaches its Maturity Date;
- When amounts are applied to an Annuity Payment Plan: or
- When a Death Benefit is paid.

No charges are currently imposed for Federal, State or local taxes other than state premium taxes. However, We reserve the right to deduct these charges from the Premium(s) and/or the Accumulated Value in the future for such taxes that are attributable to this Contract.

### **Payment Deferral**

We may delay payment of any amount surrendered for up to six months from the date the request is received.

**Basis of Computation**

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 laws of the state in which this Contract is delivered.

**ANNUITY PAYMENT PLANS**

On the Maturity Date, We will determine the amount of each Annuity Payment by applying the Proceeds to the current purchase rates in effect at the time annuity payments begin. Information regarding our current purchase rates will be available to the Owner upon request.

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

You may choose an Annuity Payment Plan option during the lifetime of the Annuitant. You can change the Annuity Payment Plan, In Writing, during the life of the Annuitant and at least the minimum number of business days before the Maturity Date indicated in the Contract Data Page. Upon receipt of Your request to Our Home Office, We will send You the proper forms to choose an Annuity Payment Plan. This Annuity Payment Plan will go into effect when the completed forms are recorded at our Home Office. Any election of an Annuity Payment Plan is irrevocable after the annuity payments begin.

If You have not chosen an Annuity Payment Plan prior to the death of the Annuitant, the automatic option will be as described under the *Payment of Proceeds Section*.

If a person named to receive the Annuity Payments is other than a natural person, an Annuity Payment Plan will only be available with Our consent.

If the monthly Annuity Payments are less than \$20, We will pay You the Proceeds in a lump sum. With Our consent, You may elect, on or before the Maturity Date, to have the Proceeds payable less frequently than monthly.

The amount of each monthly payment will not be less than the amount shown in the Guarantee Purchase Rate Tables located in the Contract Data. The Guaranteed Purchase Rate tables show the minimum monthly Annuity Payment for each \$1,000 applied, with the Annuity Payments starting one year after Proceeds have been applied to the Payment Plan. .

**Single Premium Deferred Annuity Contract**  
**Annuity Benefit Payable to Payee at Maturity Date**  
**Death Benefit Payable in event of Owner's Death prior to Maturity Date**  
**Interest Rates may Change**  
**Option to change the Maturity Date**  
**Option to change type of Annuity Payment payable**  
**Non-Participating (annual dividends will not be paid)**  
**Waiver of Surrender Charges in Certain Cases**

## INDIVIDUAL FIXED ANNUITY APPLICATION

**A. OWNER** (All policyholder correspondence will be sent to this address. If you have a P.O. Box, U.S. tax laws require a street address to be indicated.)

1. Full Name (First, Middle, Last)		2. Sex <input type="checkbox"/> M <input type="checkbox"/> F	3. Date of Birth (mm/dd/yy)	4. SSN/TIN
5. Home Address (Number, Street, City, State, Zip Code)			6. Phone Number	7. Email
8. Relationship to Annuitant	9. Marital Status		10. Citizenship: <input type="checkbox"/> US <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non Resident Alien (Citizen: _____)	
11. Trustee Name			12. Date of Trust	13. Is Trust revocable? <input type="checkbox"/> Yes <input type="checkbox"/> No

**B. JOINT OWNER** (If any. Non Qualified Annuities Only. If you have a P.O. Box, U.S. tax laws require a street address to be indicated.)

1. Full Name (First, Middle, Last)		2. Sex <input type="checkbox"/> M <input type="checkbox"/> F	3. Date of Birth (mm/dd/yy)	4. SSN/TIN
5. Home Address (Number, Street, City, State, Zip Code)			6. Phone Number	7. Email
8. Relationship to Owner	9. Marital Status		10. Citizenship: <input type="checkbox"/> US <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non Resident Alien (Citizen: _____)	

**C. ANNUITANT** (Must be the same as Owner unless Non Qualified. If you have a P.O. Box, U.S. tax laws require a street address to be indicated.)

If same as Owner, check here:  (If not, please complete this section).  
 Upon the death of an Annuitant, the Owner(s) may name a new Annuitant. If no designation is made within 30 days of the death of the Annuitant, the Owner first listed on this Application will become the Annuitant.

1. Full Name (First, Middle, Last)		2. Sex <input type="checkbox"/> M <input type="checkbox"/> F	3. Date of Birth (mm/dd/yy)	4. SSN/TIN
5. Home Address (Number, Street, City, State, Zip Code)			6. Phone Number	7. Email
8. Relationship to Owner	9. Citizenship: <input type="checkbox"/> US <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non Resident Alien (Citizen: _____)			

**D. ANNUITY PRODUCT SELECTION** (Select one annuity product below. All products may not be available in all states.)

FLEXIBLE PREMIUM PRODUCTS	SINGLE PREMIUM PRODUCTS
<input type="checkbox"/> First Year Interest Bonus with Surrender Charge periods: <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> Without Market Value Adjustment (MVA) <input type="checkbox"/> With MVA ]	<input type="checkbox"/> First Year Interest Bonus with Surrender Charge periods: <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> Without Market Value Adjustment (MVA) <input type="checkbox"/> With MVA ]
<input type="checkbox"/> Multi Year Interest Guarantee Periods: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> Without Market Value Adjustment (MVA) <input type="checkbox"/> With MVA ]	<input type="checkbox"/> Multi Year Interest Guarantee periods: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> Without Market Value Adjustment (MVA) <input type="checkbox"/> With MVA ]
<input type="checkbox"/> Other ]	<input type="checkbox"/> Other ]

**E. OPTIONAL RIDER SELECTION** (Not available with all products or all states.)

Terminal Illness Rider     Nursing Home Rider     Other: \_\_\_\_\_ ]

**F. PLAN TYPE FOR NEW CONTRACT** (Qualified or Non-Qualified. Please select one.)

1. Non Qualified <input type="checkbox"/> Check <input type="checkbox"/> 1035 Exchange ]	2. Qualified <input type="checkbox"/> IRA <input type="checkbox"/> IRA Direct Rollover/Transfer <input type="checkbox"/> IRA Rollover from Qualified Plan (indirect) <input type="checkbox"/> SEP-IRA <input type="checkbox"/> ROTH IRA <input type="checkbox"/> ROTH IRA Rollover/Transfer <input type="checkbox"/> Qualified Other _____ ]
3. If applicable, has the Required Minimum Distribution for the current tax year been met? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4. If this is an IRA contribution, please indicate contribution amount and tax year.	

**G. CONTRACT INFORMATION** (Checks must be made payable to The Savings Bank Life Insurance Company of Massachusetts.)

1. Amount of Initial Premium Payment Initial Purchase Payment: \$ Estimated amount of Transfer/1035 Exchange: \$ Future Payments: \$	2. Frequency of Future Premium Payments (for flexible premium product): <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annually <input type="checkbox"/> Annually	
3. Premium paid by: <input type="checkbox"/> Owner <input type="checkbox"/> Annuitant <input type="checkbox"/> Other - Complete the following:		
a. Payor's Full Name (First, Middle, Last)	b. SSN/TIN	c. Phone Number
d. Home Address (Number, Street, City, State, Zip Code)		e. Email
f. Relationship to Annuitant		g. Relationship to Owner
4. Annuity Commencement ("Maturity") Date: The Maturity Date is the contract anniversary immediately before the 95 <sup>th</sup> birthday of the Owner or Annuitant, whichever is earlier. You may elect a new Maturity Date at any time. The Maturity Date may not be in the first Contract Year. The 95 <sup>th</sup> birthday of the Owner and Annuitant must be on or after the new Maturity Date.		

**H. REPLACEMENT INFORMATION**

If you intend to replace existing coverage, please tell the Producer and answer "Yes" to replacement question #2 below. State law may require the Producer to give information to you that will help you compare the policy you are applying for with the policy you intend to replace. If you are not sure about keeping existing coverage, indicating an intention to replace existing coverage may help you get the information you need to make a decision. Ask the Producer if you are not sure. (Please provide details of any "Yes" answers below.)

1. Do you have an existing or pending life insurance policy or annuity contract? (Complete state requirement form for Model Replacement Regulation States only.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Do you intend to replace any existing life insurance or annuity contract? (If "Yes", complete state required replacement form.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Are you considering using funds from an existing policy or contract to pay premiums on the contract you are applying for? (If "Yes", complete state required replacement form.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Have you stopped making premium payments, surrendered, forfeited, assigned to the Company, or otherwise terminated an existing policy or contract or are you considering doing so? (If "Yes", complete state required replacement form.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Are you an active duty service member of the United States Armed Forces or a dependent of such person? (If "Yes", complete state required military form)	<input type="checkbox"/> Yes <input type="checkbox"/> No

Insurance Companies (Do not include group policies)	To be replaced?	Contract / Policy #	Cash Value / Amount of Coverage	Date Issued
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	

**I. BENEFICIARY(S) INFORMATION** (Must be completed. Beneficiary proceeds will be split equally if no percentages are provided. You may use Section J to list more Beneficiaries.)

Primary Beneficiary				
Full Name	Date of Birth	SSN/TIN	%	Relationship to Owner
Address				
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent    Beneficiary				
Full Name	Date of Birth	SSN/TIN	%	Relationship to Owner
Address				
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent    Beneficiary				
Full Name	Date of Birth	SSN/TIN	%	Relationship to Owner
Address				
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent    Beneficiary				
Full Name	Date of Birth	SSN/TIN	%	Relationship to Owner
Address				

**J. SPECIAL REQUESTS**

**K. CHANGES MADE BY SBLI**

**L. REQUIRED FRAUD WARNINGS**

**ARIZONA:** For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

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

**CALIFORNIA:** For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**DELAWARE:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

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

**FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**NEW JERSEY:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**OREGON:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or deceptive information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**ALL OTHER STATES:** Any person who knowingly and with intent to defraud any insurance company or other persons, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and/or civil penalties.

**M. SIGNATURES AND ACKNOWLEDGEMENTS** *(Checks must be made payable to The Savings Bank Life Insurance Company of Massachusetts.)*

I have read the application and all statements and answers as they pertain to them, and I represent that:

(1) The statements and answers given in this application are true, complete, and correct to the best of my knowledge and belief. I agree to all terms and conditions as shown. I further agree that this application will be part of the Contract; (2) The statements and answers in the application are the basis for any contract issued by the Company. No information about them will be considered to have been given to the Company unless it is stated in the application; (3) That the Company will have no liability until: (a) A contract is issued on this application and delivered to and accepted by the owner; and (b) The first premium due is paid in full while each proposed owner and annuitant is alive. (4) I believe this Contract to be a suitable purchase based on my insurance needs and financial objectives. No bankruptcy proceedings are pending or contemplated. I have read and understand any disclosure materials, including the suitability form, as may be required by the state. (5) I understand that this annuity Contract is not a deposit or obligation of any bank. It is not guaranteed by any: (a) bank; (b) affiliate of any bank; (c) credit union; or (d) financial institution. It is not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States. (6) A sales representative does not have the authorization of the Company to accept risk, pass on insurability, or make, void, waive or change any conditions or provisions of the application, contract or receipt, as applicable; (7) I understand that a deferred sales charge and any applicable taxes may apply.

**Substitute Form W-9:** Under penalty of perjury, I certify that: (1) the number shown on this application is my correct Social Security or Tax ID number (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding under Section 3406(a) (1) (C) of the Internal Revenue Code; and (3) that I am a U.S. resident (including U.S. resident alien). The Internal Revenue Service does not require my consent to any provisions of this document other than the certification required to avoid backup withholding. *You must cross out item (2) of this paragraph if you are subject to backup withholding and cross out item (3) of this paragraph if you are not a U.S. resident (including a U.S. resident alien).*

**FOR APPLICANTS IN ALL STATES: IMPORTANT NOTICE REGARDING INTEREST RATES, APPLICABLE INTEREST RATE CREDIT ENHANCEMENTS AND OTHER PURCHASE INCENTIVES:**

We issue this annuity product through various distribution outlets that may include other financial institutions and insurance agencies. The interest rates, applicable interest rate credit enhancements and other incentives that We offer for the purchase of this annuity product may vary by distribution outlet.

(Initial here if applicable) **Market Value Adjustment (MVA) Disclosure:** I am applying for a MVA fixed annuity. I understand that withdrawals from this Contract may be subject to a MVA and surrender charges.

**M. SIGNATURES AND ACKNOWLEDGEMENTS (Continued)**

If Owner is a corporation, partnership, trust, custodian or other non-natural person, complete Section A. Otherwise, complete Section B.

A. Name of person signing (Print)		Title	Signature		
Name of witness (Print)			Signature		
Signature of Annuitant					
Signed at (city, state)				Date	
B. Signature of Owner		Date	Signature of Joint Owner (if applicable)		Date
Signed at (city, state)					

**N. FOR AGENT/BROKER/PRODUCER USE ONLY (This section must be completed in its entirety.)**

- This annuity Contract is suitable for the Owner's financial needs.  Yes  No
- Does the Owner have any existing annuity or insurance contracts?  Yes  No
- Do you have any knowledge or reason to believe that a replacement of an existing life insurance policy or annuity contract is involved in this transaction?  Yes  No  
If the answer is "Yes" to either question 2 or 3 above, have you provided the Annuitant with all necessary replacement documents as required by state law?
- Do you acknowledge that you are in compliance with your requirements as stated in the Company's Producer's Guide to Anti-Money Laundering (AML) and are unaware of any AML Red Flags as described in your AML training?  Yes  No
- Have you received relevant anti-money laundering training within the last 24 months that was offered by the Company, another Life insurance company or a competent third party (e.g., LIMRA)?  Yes  No
- Certification of Owner Identity: (Check one)
  - I certify that I personally met with the Owner(s)/legal representative(s) of the entity and reviewed the appropriate identification document(s) and verified, to best of my knowledge, that it accurately reflects the identity of the Owner(s) /legal representative(s) of the entity and the legal authority of the legal representative(s) of the entity.
  - I did not meet in person with the Owner(s)/legal representative(s) of the entity and was unable to personally review the Owner(s)/legal representative(s) entity's identification documents. I certify that, to the best of my knowledge, the Owner(s)/legal representative(s) entity's identification information and the legal authority provided by the Owner(s)/legal representative(s) of the entity either by mail or phone is accurate.

Required Certification:  
 By signing below, I, as the producer, certify that the information that the Owner provided to me was truly and accurately recorded on the application and/or any forms or electronic order entry system associated with the product for which the Owner has applied.  
 I certify that the responses herein are, to the best of my knowledge, information and belief complete and accurate.  
 I certify that this policy has not been solicited, directly or indirectly for the benefit of an investor, stranger or unrelated third party.  
 I certify that I am duly licensed in the state in which this application was signed.  
 I have given the Proposed Owner the appropriate disclosure documents and have complied with state and federal statutes and regulations.  
 I acknowledge based on the information the Owner(s) have provided and based on all the circumstances provided to me at the time this product recommendation was made, this annuity purchase is suitable for the Owner.

Signature of Producer	Producer Number	Telephone Number	Date
Name of Producer (Print)	Agency Name and Number	State License Number	Split %
Signature of Producer	Producer Number	Telephone Number	Date
Name of Producer (Print)	Agency Name and Number	State License Number	Split %

# THE SAVINGS BANK LIFE INSURANCE COMPANY OF MASSACHUSETTS

## TERMINAL ILLNESS RIDER

### Rider for Waiver of Surrender Charges for Early Withdrawal of Annuity Proceeds in the Event of Total and Permanent Disability for Terminal Illness

#### **PLEASE READ THIS RIDER CAREFULLY PROVISIONS MAY DIFFER FROM THOSE IN THE CONTRACT**

Contract #: \_\_\_\_\_

Owner: \_\_\_\_\_

Joint Owner: \_\_\_\_\_

This Rider is attached to and made part of the Annuity Contract ("the Contract"). It is attached as of the Issue Date of the Contract. It is issued in consideration of the Application and payment of any required initial premium. Except as shown in this Rider, the provisions of the Contract will prevail. This Rider has no cash value. This Rider pays no dividends.

#### **BENEFITS**

You may surrender any amount of the Accumulated Value of the Contract without a surrender charge, or Market Value Adjustment (MVA), if any. This may occur if the Owner or the Joint Owner is first diagnosed with a terminal illness after the Issue Date of the Contract.

The amount available for surrender will be determined on the date of surrender as:

1. The Accumulated Value of the Contract; less
2. Any taxes payable by us and not previously deducted.

We must receive a written request from You to pay the benefit under this Rider. The request must be received at our Home Office. The Accumulated Value remaining in the Contract will be reduced by the amount of this surrender. The Accumulated Value can also be reduced by any taxes payable by us that have not been previously deducted. If the entire Accumulated Value is surrendered, the Contract will end.

There may be adverse tax consequences if you choose to take a surrender under this Rider. Please contact your tax advisor before you request a surrender.

#### **DEFINITIONS**

##### **Total and Permanent Disability:**

Under this rider, Total and Permanent Disability is defined as suffering from a condition of Terminal Illness.

##### **Terminal Illness:**

A condition that a Qualified Physician certifies will reasonably be expected to result in a drastically limited life span of 12 months or less.

##### **Qualified Physician:**

A person who is:

- licensed to practice medicine;
- specially trained to diagnose and treat the condition causing the terminal illness; and
- not a resident of the Owner's or Joint Owner's household; and
- not related to the Owner or Joint Owner by blood or marriage.

The terminal illness diagnosis must be confirmed in writing to Us by the attending qualified physician of the Owner or Joint Owner.

We reserve the right to require, at our expense, an examination by a physician of our choice to confirm the diagnosis. We also reserve the right to require documents from the attending physician of the Owner or Joint Owner that support the diagnosis. There may be a difference in opinion between the attending qualified physician of the Owner or Joint Owner and Our physician as to the diagnosis. If so, We will require that a third opinion be obtained from a physician acceptable to You and Us. This third opinion will be obtained at Our expense and will be mutually binding.

##### **Denial of Benefits:**

If the required conditions under this rider are not met, any surrender of proceeds requested hereunder shall not be distributed until you are so notified. You will be given the choice to accept or reject the surrender proceeds, including any surrender charges.

**TERMINATION OF RIDER**

We reserve the right to terminate this Rider if:

- 1. There is a change of the Owner; or
- 2. There is a change of the Joint Owner; or
- 3. The Owner is a non-natural person and there is a change in the Annuitant.

You may terminate this rider by giving us a request in writing to do so.

Termination of this Rider will not prejudice the waiver of any Surrender Charge while the Rider was in force.

{ *M* **SPECIMEN** *ry* }  
Marybeth P. Leary, Secretary

{ **SPECIMEN** }  
Robert K. Sheridan, President

# THE SAVINGS BANK LIFE INSURANCE COMPANY OF MASSACHUSETTS

## NURSING HOME RIDER

**PLEASE READ THIS RIDER CAREFULLY  
PROVISIONS MAY DIFFER FROM THOSE IN THE CONTRACT**

Contract #: \_\_\_\_\_

Owner: \_\_\_\_\_

Joint Owner: \_\_\_\_\_

This Rider is attached to and made part of the Annuity Contract. It is attached as of the Annuity Contract Effective Date. The Contract Effective Date is shown on the Contract Data Page. It is issued in consideration of the Application and payment of any required initial premium. Except as shown in this Rider, the provisions of the Annuity Contract will prevail. This Rider has no cash value. This rider pays no dividends.

### **BENEFITS**

You may surrender any amount of the Accumulated Value ("the Value") without a surrender charge, or Market Value Adjustment (MVA), if any. This may occur if the Owner or the Joint Owner is confined to a nursing home or a special nursing unit of a hospital. Confinement is defined below, Confinement must be for at least [30] consecutive days. The confinement of the Owner or Joint Owner must begin after the Effective Date of the Annuity Contract.

The amount available for surrender will be determined on the date of surrender as:

1. The Accumulated Value; less
2. Any taxes payable by us and not previously deducted.

We must receive a written request from You to pay the benefit under this Rider. The request must be received at Our Home Office. The Value remaining in the Annuity Contract will be reduced by the amount of this surrender. The Value can also be reduced by any taxes payable by us that have not been previously deducted. If the entire Value is surrendered, the Annuity Contract will terminate.

There may be adverse tax consequences if you choose to take a surrender under this Rider. Please contact your tax advisor before you request a surrender.

### **DEFINITIONS**

#### **Qualified Physician**

"Qualified Physician" is a person who is:

1. Licensed to practice medicine;
2. Not a resident of the Owner's household;
3. Not a resident of the or Joint Owner's household; and
4. Not related to the Owner or Joint Owner by blood or marriage.

#### **Nursing Home Facility**

An eligible nursing home is an institution or a special nursing unit of a hospital which meets at least one of the following three requirements:

1. It is Medicare approved as a provider of skilled nursing care services or
2. It is licensed as a skilled nursing home or facility, an intermediate care facility, or a hospice facility by the jurisdiction in which it is located; or
3. It meets all the requirements below:
  - It is licensed as a nursing home by the state in which it is located;
  - It's main function is to provide 24-hour skilled, intermediate or custodial nursing care;
  - It is under the supervision of a Registered Nurse;
  - It maintains a daily medical record of each patient; and
  - It maintains control and documentation of all medications dispensed.

An institution which primarily provides residential facilities is not an eligible nursing home.

A nursing home does not include any facility owned or operated by

- The confined Owner or Joint Owner;
- Any resident of the Owner's or Joint Owner's household; or
- Any person related to the Owner or Joint Owner by blood or marriage.

### ELIGIBILITY

To be eligible for this benefit, all of the following conditions must be satisfied:

1. The confinement of the Owner or Joint Owner must be prescribed by a qualified physician.
2. The confinement of the Owner or Joint Owner must be medically necessary. The confinement must be:
  - Appropriate and consistent with the diagnosis in accordance with accepted standards of practice; and
  - Necessary to avoid adversely affecting the condition of the confined Owner or Joint Owner.

The diagnosis must be confirmed in writing to Us by the attending qualified physician of the Owner or Joint Owner.

We reserve the right to require, at our expense, an examination by a physician of our choice to confirm the diagnosis. We also reserve the right to require documents from the attending physician of the Owner or the Joint Owner that support the diagnosis. There may be a difference in opinion between the attending qualified physician of the Owner or Joint Owner and Our physician as to the diagnosis. If so, We will require that a third opinion be obtained from a physician acceptable to You and Us. This third opinion will be obtained at Our expense and will be mutually binding.

3. We must receive proof in writing of the confinement of the Owner or Joint Owner.
4. You must request this benefit no later than 90 days after the date the confinement has ceased.

### Denial of Benefits:

If the required conditions under this rider are not met, any surrender of proceeds requested hereunder shall not be distributed until you are so notified. You will be given the choice to accept or reject the surrender proceeds, including any surrender charges.

### TERMINATION OF RIDER

We reserve the right to terminate this Rider if:

1. The contract to which it is attached is terminated; or
2. There is a change of the Owner or the Joint Owner; or
3. The Owner is a non-natural person and there is a change in the Annuitant.

You may terminate this rider by giving us a request in writing to do so.

Termination of this Rider will not prejudice the waiver of any Surrender Charge while the Rider was in force.

  
Marybeth P. Leary  
Secretary

  
Robert K. Sheridan  
President

# THE SAVINGS BANK LIFE INSURANCE COMPANY OF MASSACHUSETTS

## BAILOUT WAIVER OF SURRENDER CHARGE ENDORSEMENT

### PLEASE READ THIS RIDER CAREFULLY PROVISIONS MAY DIFFER FROM THOSE IN THE CONTRACT

Contract #: \_\_\_\_\_

Owner: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Joint Owner: \_\_\_\_\_

This endorsement is made a part of the annuity Contract to which it is attached. The following provisions apply in lieu of any provisions in the Contract to the contrary. This endorsement provides for surrender charges to be waived during a specified period of time as described below.

The following definitions are added to the DEFINITIONS section of the Contract:

“**Bailout Rate**” refers to a rate we declare at the Contract issue. The Bailout Rate is shown on the Contract Data page.

“**Bailout Withdrawal Window**” refers to a period of time beginning on the first day of each Contract Year. This period is shown on the Contract Data page.

The following Waiver of Surrender Charges provision is added to the CONTRACT VALUES section of the Contract:

#### **Waiver of Surrender Charge during the Bailout Withdrawal Window**

During each Bailout Withdrawal Window, if the Base Interest Rate declared is lower than the Bailout Rate, surrender charges will not apply to amounts withdrawn during the Bailout Withdrawal Window. The free partial surrender amount for a Contract year will be reduced by the amount withdrawn during the Bailout Withdrawal Window.

For this waiver of surrender charges to be in effect, We must receive Your request, In Writing, within the Bailout Withdrawal Window.

If the required conditions are not met, any surrender of proceeds requested hereunder shall not be distributed until you are so notified. You will be given the choice to accept or reject the surrender proceeds, including any surrender charges.

{ *M* SPECIMEN *ey* }  
Marybeth P. Leary  
Secretary

{  SPECIMEN }  
Robert K. Sheridan  
President

## INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

### TO YOUR SAVINGS BANK LIFE INSURANCE COMPANY OF MASSACHUSETTS SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

#### For Annuity Form Series B-410

Contract #: \_\_\_\_\_

Owner: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Joint Owner: \_\_\_\_\_

The following terms are made a part of your annuity contract in order to qualify the contract as an Individual Retirement Annuity (hereinafter "IRA") pursuant to Section 408(b) of the Internal Revenue Code.

The following provisions apply in lieu of any provisions on the contract to the contrary:

#### 1.0 Exclusive Benefit of the Individual

The contract is established for the exclusive benefit of the individual or his or her beneficiaries. [Code 408(b)]

#### 2.0 Contribution Limitations

(a) Except in the case of a rollover contribution (as permitted by Internal Revenue Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:

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

(b) In the case of an individual who is 50 or older, the annual cash contribution limit 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.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make a repayment of a qualified reservist distribution described in Code § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

(d) In addition to the amounts described in paragraphs (a) and (c) above, an individual who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

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

### 3.0 Distributions Before Death

(a) Notwithstanding any provision of this IRA to the contrary, the distribution of the individual's interest in the IRA shall be made in accordance with the requirements of Code § 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 section 4c) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 4.

(b) The entire interest of the individual for whose benefit the contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such individual attains age 70½ (the "required beginning date") over (a) the life of such individual or the lives of such individual and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&A-1 and -4 of § 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6.

(c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.

(d) The first required payment can be made as late as April 1 of the year following the year the individual attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

### 4.0 Distributions After Death

(a) Death On or After Required Distributions Commence. If the individual dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.

(b) Death Before Required Distributions Commence. If the individual dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual'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 individual's death, or, if elected, in accordance with paragraph (b)(3) below.

(2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (b)(3) below. 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 (b)(3) below. 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 (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual'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 (b)(2) above).

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

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under

Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the individual's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. 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 § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(e) If the sole designated beneficiary is the individual'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 makes a contribution to the IRA or fails to take required distributions as a beneficiary.

**5.0 Nonforfeitable**

The interest of the individual is nonforfeitable.

**6.0 Nontransferability**

This contract is nontransferable by the individual.

**7.0 Application of Refund Premiums**

Any refund of premiums (other than those attributable to excess contributions) 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.

**8.0 Contract May Not Require Fixed Premiums**

If the premium payments are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a premium to the Company, and the minimum premium amount for reinstatement shall be \$50, however, the Company 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.

**9.0 Annual Reports from the Issuer**

The insurer will furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

**10.0 Definition of Compensation**

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) and includes earned income, as defined in Code § 401(c)(2) (reduced by the deduction the self employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, § 401(c)(2) shall be applied as if the term trade or business for purposes of § 1402 included service described in subsection(c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under § 71 with respect to a divorce or separation instrument described in subparagraph (A) of § 71(b)(2).

All other terms and conditions of your current annuity contract are not affected in any way by these changes/additions.

*SPECIMEN*

President

*M* *SPECIMEN* *z*

Secretary

**INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT  
TO YOUR SAVINGS BANK LIFE INSURANCE  
COMPANY OF MASSACHUSETTS  
FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT**

**For Annuity Form Series B-409**

**Contract #:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Joint Owner:** \_\_\_\_\_

The following terms are made a part of your annuity contract in order to qualify the contract as an Individual Retirement Annuity (hereinafter "IRA") pursuant to Section 408(b) of the Internal Revenue Code. The following provisions apply in lieu of any provisions on the contract to the contrary:

**1.0 Exclusive Benefit of the Individual**

The contract is established for the exclusive benefit of the individual or his or her beneficiaries. [Code 408(b)]

**2.0 Contribution Limitations**

(a) Except in the case of a rollover contribution (as permitted by Internal Revenue Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:

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

(b) In the case of an individual who is 50 or older, the annual cash contribution limit 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.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make a repayment of a qualified reservist distribution described in Code § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

(d) In addition to the amounts described in paragraphs (a) and (c) above, an individual who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

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

### 3.0 Distributions Before Death

(a) Notwithstanding any provision of this IRA to the contrary, the distribution of the individual's interest in the IRA shall be made in accordance with the requirements of Code § 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 section 4c) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 4.

(b) The entire interest of the individual for whose benefit the contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such individual attains age 70½ (the "required beginning date") over (a) the life of such individual or the lives of such individual and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6.

(c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.

(d) The first required payment can be made as late as April 1 of the year following the year the individual attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

### 4.0 Distributions After Death

(a) Death On or After Required Distributions Commence. If the individual dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.

(b) Death Before Required Distributions Commence. If the individual dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual'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 individual's death, or, if elected, in accordance with paragraph (b)(3) below.

(2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (b)(3) below. 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 (b)(3) below. 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 (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual'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 (b)(2) above).

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

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under

Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the individual's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. 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 § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(e) If the sole designated beneficiary is the individual'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 makes a contribution to the IRA or fails to take required distributions as a beneficiary.

**5.0 Nonforfeitable**

The interest of the individual is nonforfeitable.

**6.0 Nontransferability**

This contract is nontransferable by the individual.

**7.0 Application of Refund Premiums**

Any refund of premiums (other than those attributable to excess contributions) 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.

**8.0 Contract May Not Require Fixed Premiums**

If the premium payments are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a premium to the Company, and the minimum premium amount for reinstatement shall be \$50, however, the Company 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.

**9.0 Annual Reports from the Issuer**

The insurer will furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

**10.0 Definition of Compensation**

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) and includes earned income, as defined in Code § 401(c)(2) (reduced by the deduction the self employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, § 401(c)(2) shall be applied as if the term trade or business for purposes of § 1402 included service described in subsection(c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under § 71 with respect to a divorce or separation instrument described in subparagraph (A) of § 71(b)(2).

All other terms and conditions of your current annuity contract are not affected in any way by these changes/additions.

 **SPECIMEN**

President

 **SPECIMEN** 

Secretary

SERFF Tracking Number: SBMS-126704213 State: Arkansas  
 Filing Company: The Savings Bank Life Insurance Company of Massachusetts State Tracking Number: 46200  
 Company Tracking Number:  
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium  
 Product Name: Optimizer Annuity  
 Project Name/Number: /

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
1. Rule & Regulation 19: This is to certify that we believe that this submission meets the objective standards of Rule and Regulation 19.		
2. Rule and Regulation 49: This is to certify that all policies under this filing issued in Arkansas will be accompanied by a notice of Limitations and Exclusions under the Arkansas Life and Health Insurance Guaranty Association Act, as described in Rule and Regulation 49.		
3. Flesch readability Certification Attached.		
4. Consumer Information Notice: Each item listed under ACA 23-79-138 will be present in or with all policies issued under this filing in Arkansas, and the noted address for the Life and Health Division will be used.		
<b>Attachment:</b> FleschCertification.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Certification of Variability		
<b>Comments:</b>		
The Statement of Variability for the forms included in this filing is attached.		
<b>Attachment:</b> Statement of Variability.pdf		

## Flesch Certification

I hereby certify that in my judgment the enclosed annuity forms in this form filing submission meet the objective standards of Readability

The combined Flesch score of the documents = 50 plus.

Note, however, that Endorsement Forms E-110.1 and E-111.1 have been prepared pursuant to Section 408(b) of the Internal Revenue Code and, as such are exempt from the requirement of minimum Flesch score.

A handwritten signature in black ink, appearing to read "James T. Coady". The signature is fluid and cursive, with a long, sweeping underline that extends to the left and then curves back under the name.

James Coady  
V.P. Compliance  
SBLI of MA

July 12, 2010

THE SAVINGS BANK LIFE INSURANCE  
COMPANY OF MASSACHUSETTS

CERTIFICATION OF VARIABILITY

Bracketing will indicate the Company may concurrently make multiple versions of the same form number available using different values within the ranges provided. None of these items will be bracketed upon issuance of the contract to the owner. We hereby certify that any change will be done so in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

We certify that the ranges for the bracketed items will be as follows:

**For all Forms**

Company Address

For changes to the company's office locations. Our current address at contract issue will appear.

Company Telephone Number

For changes to the company's telephone number. Our current telephone number at contract issue will appear.

Officers' Signatures

For changes to the company's executives. Our current executives' signatures at contract issue will appear.

Business Days

This item will range from 10 business days to 45 business days. Any change applies to new issues only.

**Form A-19.1: Fixed Annuity Application**

Other than the John Doe information, the following items are bracketed:

Section D: Annuity Product Selection

The current marketing name for our products will appear. Also, we currently do not have any Market Value Adjustment products but we anticipate such products in the future with such a feature and will use this application form for these products also.

Section E: Optional Rider Selection

The current approved optional riders will appear. Rider options may differ based upon the distribution channel soliciting the annuity. We may add more riders, which will be filed for formal approval.

Section F: Plan Type for New Contract

The plan types made available by the company that may be added or removed at the company's discretion and in accordance with applicable law for tax-qualified plans available with the product. The current qualified and non-qualified options will appear. We may add more options in the future, as permitted by the IRS

## Sample Data Pages

There are 10 Sample Data pages attached to each of the two submitted annuity contracts. These Sample Data pages are provided for the purpose of illustrating the following:

### Contract B-409.1:

Contract Data Pages denote the duration of the applicable Surrender Charge Schedule through the use of an indicator ("SC") followed by the number of years in the specific Surrender Charge Schedule (3 thru 9). This indicator appears following the contract form number in the page footer.

Additionally, indicators denoting No Bonus (NB), Initial Interest Enhancement Bonus only (IB) or Premium Enhancement Bonus only (PB) will follow the Surrender Charge Schedule indicator.

For example purposes, Contract Data Pages with 3 year Surrender Charge Schedules and each of the above additional indicators follow. These combinations of Bonuses and indicators are also applicable to each of the remaining Surrender Charge Schedules (4 thru 9 years).

- B-409.1 SC3 NB – Contract with no Premium Enhancement or Initial Interest Rate Bonus and 3 year surrender Charge Schedule
- B-409.1 SC3 IB – Contract with Initial Interest Rate Bonus Only and 3 year surrender Charge Schedule
- B-409.1 SC3 PB – Contract with Premium Enhancement Bonus Only and 3 year surrender Charge Schedule

For Contract Data Pages including both an Initial Interest Rate Bonus and a Premium Enhancement Bonus, only the Surrender Charge Schedule indicator will be present.

- B-409.1 SC3 – 3 year surrender Charge Schedule
- B-409.1 SC4 – 4 year surrender Charge Schedule
- B-409.1 SC5 – 5 year surrender Charge Schedule
- B-409.1 SC6 – 6 year surrender Charge Schedule
- B-409.1 SC7 – 7 year surrender Charge Schedule
- B-409.1 SC8 – 8 year surrender Charge Schedule
- B-409.1 SC9 – 9 year surrender Charge Schedule

### Contract B-410.1:

Contract Data Pages denote the duration of the applicable Surrender Charge Schedule through the use of an indicator ("SC") followed by the number of years in the specific Surrender Charge Schedule (3 thru 9). This indicator appears following the contract form number in the page footer.

Additionally, indicators denoting No Bonus (NB), Initial Interest Enhancement Bonus only (IB) or Premium Enhancement Bonus only (PB) will follow the Surrender Charge Schedule indicator.

For example purposes, Contract Data Pages with 3 year Surrender Charge Schedules and each of the above additional indicators follow. These combinations of Bonuses and indicators are also applicable to each of the remaining Surrender Charge Schedules (4 thru 9 years).

- B-410.1 SC3 NB – Contract with no Premium Enhancement or Initial Interest Rate Bonus and 3 year surrender Charge Schedule
- B-410.1 SC3 IB – Contract with Initial Interest Rate Bonus Only and 3 year surrender Charge Schedule
- B-410.1 SC3 PB – Contract with Premium Enhancement Bonus Only and 3 year surrender Charge Schedule

For Contract Data Pages including both an Initial Interest Rate Bonus and a Premium Enhancement Bonus, only the Surrender Charge Schedule indicator will be present.

- B-410.1 SC3 – 3 year surrender Charge Schedule
- B-410.1 SC4 – 4 year surrender Charge Schedule
- B-410.1 SC5 – 5 year surrender Charge Schedule
- B-410.1 SC6 – 6 year surrender Charge Schedule
- B-410.1 SC7 – 7 year surrender Charge Schedule
- B-410.1 SC8 – 8 year surrender Charge Schedule
- B-410.1 SC9 – 9 year surrender Charge Schedule

Other than the John Doe information, the following items are bracketed:

#### Initial Interest Rate Guarantee Period

The Guarantee Periods will vary based on the product created by the combination of features. One or more Guarantee Periods may be offered at any one time for a product. The range for the number of available guaranteed periods is any whole number between and including 1 – 10. Only the items offered for the created product will appear.

#### Initial Base Interest Rate

The declared interest rate for the Initial Interest rate Guaranteed Period. This rate will never be lower than 1.00%. We may offer a higher interest rate for a premium payment over a certain amount. Any change applies to new issues only.

#### Initial Interest Rate Bonus

The bracketed information regarding the Initial Interest Rate Bonus, including the Initial Interest Rate Bonus percentage rate and Period (below) will be present on the Contract Data Page only if the Bonus is credited to the contract. Data Pages for contracts issued with no Initial Interest Rate Bonus will not contain any of the language pertaining to the bonus. (See Sample Data Pages “B-409 .1 SC3 NB” and “B-410.1 SC3 NB”.)

#### Initial Interest Rate Bonus percentage rate

The additional interest rate bonus added to Base Interest Rate. The range for this interest rate bonus is between and including 0.1% and 5%. We may offer a higher interest rate bonus for a premium payment over a certain amount. Any change applies to new issues only.

#### Initial Interest Rate Bonus Period

The period of years during which the Interest Rate Bonus is added. The range is any whole number from 1-10.

#### Subsequent Interest Rate Guarantee Period

The Guarantee Periods will vary based on the product created by the combination of features. One or more Guarantee Periods may be offered at any one time for a product. The range for the number of available guaranteed periods is any whole number between and including 0 – 10. Only the items offered for the created product will appear.

#### Premium Enhancement Bonus

The company may credit a premium enhancement bonus to the contract's accumulated value. The premium enhancement bonus is a percentage of the premium(s). Any premium enhancement bonus will not be included as part of the refund if the contract is cancelled or as part of the return of premium guarantee.

The bracketed information regarding the Premium Enhancement Bonus, including the Bonus percentage rate (below) will be present on the Contract Data Page only if the Bonus is credited to the contract. Data pages for contracts issued with no Premium Enhancement Bonus will not contain any of the language pertaining to the bonus. (See Sample Data Pages "B-409.1 SC3 NB" and "B-410.1 SC3 NB".)

#### Premium Enhancement Bonus percentage rate

The range for this premium enhancement bonus is between and including 0.1% and 5%. Any change applies to new issues only.

#### Minimum Guaranteed Interest Rate

The Guarantee Minimum Interest Rate will always be equal to or greater than the Nonforfeiture rate. The range for this rate is between and including 1% and 5%. The methodology for setting this rate is detailed in the Actuarial Memorandum. Any change applies to new issues only.

#### Free Partial Surrender Percentage

At each contract year, one or more withdrawals may be made without a surrender charge up to the maximum partial surrender amount. The maximum partial surrender amount is calculated as a percentage of the accumulated value at the time of the withdrawal. This free partial surrender percentage will never be less than 10% and will not be more than 20%. Any change applies to new issues only.

#### Minimum Partial Surrender Amount

This item will vary from \$50 to \$1,000. Any change applies to new issues only.

#### Minimum Cash Surrender Value remaining after a Partial Surrender

This item will vary from \$500 to \$10,000. Any change applies to new issues only.

#### Surrender Charge Period and Surrender Charge

The surrender charge for a product will be determined so that the product will comply with the Standard Nonforfeiture Law for Individual Deferred Annuities ("SNLIDA"). The maximum surrender charge allowed under SNLIDA will vary based on product features such as the free partial surrender amount and the minimum guaranteed interest rate. The actual surrender charges for a product will be less than or equal to the maximum surrender charges allowed.

We will have the following surrender charge schedule:

▪ *Surrender Charge Schedule*

- The maximum surrender charge period will be 9 years
- The maximum surrender charge schedule will be 9, 8, 7, 6, 5, 4, 3, 2, 1, 0%
- Surrender charge schedule must decrease or remain level from one year to the next
- Surrender charges are waived during a Bailout Withdrawal Window

Annuity Payment Plan Selection

The minimum number of days before the Maturity Date that a request for a change of Annuity Payment Plan. The range will be 30 to 60 business days. Any changes apply to new issues only.

Interest On Proceeds Payable on Death of Owner

The range for this interest rate is 1% to 8%.

Riders

The riders made available by the company.

Bailout Rate

The anticipated bailout rates will range from 1% to 10%. As this item may vary for new issues, the minimum and maximum values provide flexibility to the company in changing this item for future issues.

Bailout Withdrawal Window

After the initial rate guarantee period, the company will declare a new base interest rate. Should the new base rate be lower than the applicable Bailout Rate, the owner will have the opportunity to surrender their contract during the Bailout Withdrawal Window without incurring surrender charges. The minimum Bailout Withdrawal Window will be ten (10) days from the date of declaration and the maximum Bailout Withdrawal Window will be 366 days from that same date.

Endorsements

The endorsements made available by the company.

Premium Payments: Minimum Premium Payment (DB-409.1 only)

Each minimum premium payment will never be less than \$500 or greater than \$1,000,000. For the automatic payment plan, this item will range from \$10 to \$1,000.

Premium Payments: Maximum Cumulative Premium Payment (DB-409.1 only)

The maximum cumulative premium payment will never be less than \$500,000 or greater than \$2,000,000 without the company's approval. Any change applies to new issues only.

Annuity Payment Plans: Guaranteed Interest, Mortality Table and Mortality Table adjustments

The stated guaranteed interest, the Annuity 2000 Mortality Tables and its adjustments may, over time, no longer be appropriate. A more up to date annuity table with different adjustments may be more appropriate, or we may find that for certain new markets we enter, a table other than the Annuity 2000 Mortality Table or different Mortality Table adjustments may be more appropriate. Any change applies to new issues only.

**Form BR-5.1: Nursing Home Rider**

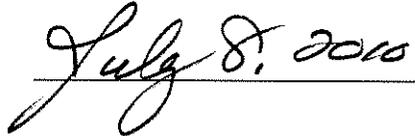
Confinement Period

This item will vary from 10 days to 60 days. Any change applies to new issues only.

Signature

Date

  
James T. Coady, CLU  
Vice President, Compliance  
SBLI of MA

  
July 8, 2010