

SERFF Tracking Number: SUNL-126706678 State: Arkansas  
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 46141  
Company Tracking Number: LB RIDERS SEPTEMBER 2010  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
Product Name: LB Riders September 2010  
Project Name/Number: LB Riders September 2010/LB Riders September 2010

## Filing at a Glance

Company: Sun Life Assurance Company of Canada (U.S.)

Product Name: LB Riders September 2010 SERFF Tr Num: SUNL-126706678 State: Arkansas  
TOI: A03I Individual Annuities - Deferred Variable SERFF Status: Closed-Approved- State Tr Num: 46141  
Variable Closed  
Sub-TOI: A03I.002 Flexible Premium Co Tr Num: LB RIDERS State Status: Approved-Closed  
SEPTEMBER 2010

Filing Type: Form

Reviewer(s): Linda Bird  
Disposition Date: 07/08/2010  
Authors: Margaret Carvalho,  
Thomas Miele, Christopher  
McAuliffe, Pat Squillacioti, Susan  
Burke  
Date Submitted: 07/06/2010 Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval  
State Filing Description:

Implementation Date:

## General Information

Project Name: LB Riders September 2010  
Project Number: LB Riders September 2010  
Requested Filing Mode: Review & Approval  
Explanation for Combination/Other:  
Submission Type: New Submission  
Overall Rate Impact:  
Filing Status Changed: 07/08/2010

Status of Filing in Domicile: Pending  
Date Approved in Domicile:  
Domicile Status Comments:  
Market Type: Individual  
Group Market Size:  
Group Market Type:  
Explanation for Other Group Market Type:  
State Status Changed: 07/08/2010  
Created By: Pat Squillacioti  
Corresponding Filing Tracking Number: LB  
Riders September 2010

Deemer Date:  
Submitted By: Margaret Carvalho

Filing Description:

Re: Forms Submitted for Approval  
VA-SIR-2010 – Guaranteed Minimum Withdrawal Benefit Rider  
VA-LB2-2010 – Guaranteed Minimum Withdrawal Benefit Rider  
VA-LB3-2010 – Guaranteed Minimum Withdrawal Benefit Rider

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Dear Sir or Madam:

We submit the new forms listed above for your review and approval. These forms are new and do not replace any existing forms except to the extent noted below. These forms are intended to comply with all laws, rules, bulletins and published guidelines applicable to these forms. They are submitted in final printed form and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing.

These forms have been filed and are pending with our domiciliary state of Delaware.

Each of the following riders will be made available for use with previously approved variable annuity forms FAIL-IND-MVA-02, RCHII-IND-MVA-02, RFFII-IND-MVA-02 and FIIII-IND-MVA-02:

**VA-SIR-2010 – Guaranteed Minimum Withdrawal Benefit Rider**

This optional rider guarantees an amount up to which the owner may withdraw each year. The guaranteed annual amount available for withdrawal is known as the Annual Withdrawal Amount. This amount may also Step-up (increase) once each year. This rider also provides a guaranteed withdrawal benefit with a deferral bonus feature if withdrawals are not taken during a specified period under the rider. There is a guaranteed maximum fee for this rider. This rider is new and will replace previously approved form VA-SIR.

**VA-LB2-2010 – Guaranteed Minimum Withdrawal Benefit Rider**

This optional rider is similar to the enclosed rider form VA-SIR-2010 except that it includes a Benefit Enhancement that increases the Withdrawal Benefit Base if the owner does not take any withdrawals before the later of their 10th anniversary or when they reach age 70. This rider also includes a one-time withdrawal benefit that allows the owner to make a withdrawal without starting their annual income stream.

**VA-LB3-2010 – Guaranteed Minimum Withdrawal Benefit Rider**

This optional rider is identical to the enclosed rider form VA-LB2-2010 except that it includes an Annual Increase Benefit that automatically increases the Withdrawal Benefit Base upon the first withdrawal taken after the rider coverage date.

The enclosed rider forms include brackets around the items that may vary. The bracketed items shown are the values that will currently print for each respective form. The use of variability in the enclosed forms will be administered as described in the enclosed statement of variability and in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

We also enclose revised statements of variability for the following specification pages to which these riders may be used to show how these new riders will be displayed.

SERFF Tracking Number: SUNL-126706678 State: Arkansas  
 Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 46141  
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 Product Name: LB Riders September 2010  
 Project Name/Number: LB Riders September 2010/LB Riders September 2010

- Specification Page FAIL-09 used with previously approved form FAIL-IND-MVA-02
- Specification Page FIIII-09 used with previously approved form FIIII-IND-MVA-02
- Specification Page RCHII-09 used with previously approved form RCHII-IND-MVA-02
- Specification Page RFFII-09 used with previously approved form RFFII-IND-MVA-02

These forms will be used in the general variable annuity market and marketed by our licensed sales representatives. None of these forms will be mass marketed or solicited by mail.

These forms are used with products regulated as a security by the Securities and Exchange Commission (SEC) which are not subject to readability requirements.

## Company and Contact

### Filing Contact Information

Margaret Carvalho, Compliance Consultant      margaret.carvalho@sunlife.com  
 One Sun Life Executive Park      781-446-1811 [Phone]  
 Wellesley Hills, MA 02481      781-237-3327 [FAX]

### Filing Company Information

Sun Life Assurance Company of Canada (U.S.) CoCode: 79065      State of Domicile: Delaware  
 One Sun Life Executive Park      Group Code: 549      Company Type:  
 State Filings, SC2175      Group Name:      State ID Number:  
 Wellesley Hills, MA 02481      FEIN Number: 04-2461439  
 (800) 432-1102 ext. [Phone]

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## Filing Fees

Fee Required?      Yes  
 Fee Amount:      \$150.00  
 Retaliatory?      Yes  
 Fee Explanation:      3 x 50.00 = 150.00  
 Per Company:      No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sun Life Assurance Company of Canada (U.S.)	\$150.00	07/06/2010	37777011

SERFF Tracking Number: SUNL-126706678 State: Arkansas  
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 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
 Product Name: LB Riders September 2010  
 Project Name/Number: LB Riders September 2010/LB Riders September 2010

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/08/2010	07/08/2010

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Life & Annuity - Acturial Memo	Margaret Carvalho	07/07/2010	07/07/2010

*SERFF Tracking Number:* SUNL-126706678 *State:* Arkansas  
*Filing Company:* Sun Life Assurance Company of Canada (U.S.) *State Tracking Number:* 46141  
*Company Tracking Number:* LB RIDERS SEPTEMBER 2010  
*TOI:* A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium  
*Product Name:* LB Riders September 2010  
*Project Name/Number:* LB Riders September 2010/LB Riders September 2010

## **Disposition**

Disposition Date: 07/08/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SUNL-126706678 State: Arkansas  
 Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 46141  
 Company Tracking Number: LB RIDERS SEPTEMBER 2010  
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
 Product Name: LB Riders September 2010  
 Project Name/Number: LB Riders September 2010/LB Riders September 2010

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document (revised)	Life & Annuity - Actuarial Memo		No
Supporting Document	Life & Annuity - Actuarial Memo	Replaced	No
Supporting Document	Statements of Variability		Yes
Form	Guaranteed Minimum Withdrawal Benefit Rider		Yes
Form	Guaranteed Minimum Withdrawal Benefit Rider		Yes
Form	Guaranteed Minimum Withdrawal Benefit Rider		Yes

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## Amendment Letter

Submitted Date: 07/07/2010

### Comments:

We wish to amend this filing as follows:

1. Fling Description is amended in two sections where paragraphs reference previous approved contract forms, should read as follows:

"Each of the following riders will be made available for use with previously approved variable annuity forms FAIL-IND-MVAPR-02, RCHII-IND-MVAPR-02, RFFII-IND-MVAPR-02 and FIIII-IND-MVAPR-02:"

"We also enclose revised statements of variability for the following specification pages to which these riders may be used to show how these new riders will be displayed.

- Specification Page FAIL-09 used with previously approved form FAIL-IND-MVAPR-02
- Specification Page FIIII-09 used with previously approved form FIIII-IND-MVAPR-02
- Specification Page RCHII-09 used with previously approved form RCHII-IND-MVAPR-02
- Specification Page RFFII-09 used with previously approved form RFFII-IND-MVAPR-02 "

2. The Actuarial Memorandums have been updated.

Thank you for your understanding to these matters.

Margaret Carvalho

### Changed Items:

### Supporting Document Schedule Item Changes:

### Satisfied -Name: Life & Annuity - Acturial Memo

Comment:

Actuarial Memorandum VA-SIR-2010 NW Contract Version 2.pdf

Actuarial Memorandum VA-LB2-2010 NW Contract Version 2.pdf

Actuarial Memorandum VA-LB3-2010 NW Contract Version 2.pdf

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## Form Schedule

### Lead Form Number: VA-SIR-2010

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	VA-SIR-2010	Policy/Cont	Guaranteed ract/Fratern Minimum Withdrawal al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	VA-SIR-2010 - 6-30-10.pdf
	VA-LB2-2010	Policy/Cont	Guaranteed ract/Fratern Minimum Withdrawal al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	VA-LB2-2010 - 6-30-10.pdf
	VA-LB3-2010	Policy/Cont	Guaranteed ract/Fratern Minimum Withdrawal al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	VA-LB3-2010 - 6-30-10.pdf

**SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)**

**<sup>1</sup>[Sun Income Riser<sup>®</sup> III]**

**Guaranteed Minimum Withdrawal Benefit Rider**

This rider is made part of the Contract to which it is attached and is effective on the Rider Date as shown on the Contract Specifications. Except as stated in this rider, it is subject to the provisions contained in the Contract.

**DEFINITIONS**

**Account:** the Accumulation Account as set forth in the Contract section titled Contract Values During Accumulation Period.

**Account Value:** the Accumulation Account Value as set forth in the Contract section titled Contract Values During Accumulation Period.

**Annual Withdrawal Amount:** an annual dollar amount calculated as a percentage of the Withdrawal Benefit Base.

**Bonus Base:** the amount used to calculate any eligible bonus amounts during the Bonus Period.

**Bonus Period:** a <sup>2</sup>[ten-year] period beginning on the Rider Date.

**Coverage Date:** the Rider Date if the Owner is at least age <sup>3</sup>[59] on the Rider Date, otherwise the first Rider Anniversary after the Owner attains age <sup>3</sup>[59].

**Designated Funds:** any Sub-account or Fixed Account that the Company makes available for use with this rider.

**Early Withdrawal:** a withdrawal taken prior to the rider Coverage Date.

**Excess Withdrawal:** a withdrawal taken after the rider Coverage Date which, alone or when combined with any other withdrawals taken in the same Rider Year, exceeds the Annual Withdrawal Amount or the required minimum distribution amount (as defined under the Internal Revenue Code) as it pertains to the Contract, if higher.

**Lifetime Withdrawal Percentage:** a percentage used to calculate the Annual Withdrawal Amount.

**Owner:** except as otherwise specifically noted under the Single Life and Joint-Life Coverage section below, the term Owner refers to the oldest Owner; in the case of a non-natural Owner, the term Owner refers to the oldest Annuitant.

**Rider Anniversary:** the same date each year as the Rider Date with the first Rider Anniversary being one year from the Rider Date.

**Rider <sup>4</sup>[Quarter]:** a <sup>5</sup>[three-month] period with the first Rider <sup>4</sup>[Quarter] beginning on the Rider Date.

**Rider Year:** each consecutive 12-month period from the Rider Date.

**Withdrawal Benefit Base:** the amount used to calculate the Annual Withdrawal Amount and the rider fee.

## THE RIDER BENEFIT

This rider guarantees an amount up to which the Owner may withdraw each year as long as the requirements of this rider are met. The guaranteed annual amount available for withdrawal is known as the Annual Withdrawal Amount and is described below.

### How the Annual Withdrawal Amount is Determined

The Annual Withdrawal Amount is determined when the first withdrawal is taken after the rider Coverage Date and then on each subsequent Rider Anniversary. The Annual Withdrawal Amount equals the Lifetime Withdrawal Percentage multiplied by the Withdrawal Benefit Base. The Lifetime Withdrawal Percentage is first determined based on the Owner's attained age at the time of the first withdrawal after the rider Coverage Date in accordance with the following table:

Owner's Age	Lifetime Withdrawal Percentage
<sup>6</sup> [58 and younger]	[0%
59 - 64	4%
65 - 79	5%
80 and older]	6%]

The Annual Withdrawal Amounts are not cumulative. If less than the Annual Withdrawal Amount is withdrawn in any one Rider Year, then the unused portion of the Annual Withdrawal Amount may not be added to withdrawals made in future Rider Years.

### How the Withdrawal Benefit Base is Determined

If the Rider Date is the same as the Date of Coverage for the Contract, the Withdrawal Benefit Base on the Rider Date is equal to the sum of all Purchase Payments made. If the Rider Date is after the Date of Coverage for the Contract, the Withdrawal Benefit Base on the Rider Date is equal to the Account Value. After the Rider Date, the Withdrawal Benefit Base is:

- increased by any step-ups as described in the Step-Up Feature section below;
- increased by any subsequent Purchase Payments made during the <sup>7</sup>[first year] following the Rider Date;
- increased by the amount of any bonus;
- decreased following any Early Withdrawals; and
- decreased following any Excess Withdrawals.

If the Account Value is reduced to zero prior to the rider Coverage Date or as a result of an Excess Withdrawal, then the Contract will terminate and no annual payments will be made. If the Account Value is reduced to zero for any other reason, then the Contract will terminate, however, the Owner will receive annual payments equal to the Lifetime Withdrawal Percentage multiplied by the amount of the Withdrawal Benefit Base.

These payments will continue for as long as the Owner lives. If the Owner elected joint-life coverage, these payments will continue as long as either the Owner or the Owner's spouse lives.

### Purchase Payments

Additional Purchase Payments may NOT be made after the <sup>7</sup>[first year] following the Rider Date.

If any subsequent Purchase Payments are made during the <sup>7</sup>[first year] following the Rider Date, then the Withdrawal Benefit Base will increase by the amount of the Purchase Payment on the date it is received.

### Withdrawals

All withdrawals will reduce the Account Value and are subject to withdrawal charges if they are in excess of the greatest of the Annual Withdrawal Amount, the Contract free withdrawal amount or any minimum distribution amount required under the Internal Revenue Code.

### *Early Withdrawals*

Early Withdrawals will reduce the Bonus Base, the Withdrawal Benefit Base, and the Account Value. When an Early Withdrawal is taken, the Bonus Base and the Withdrawal Benefit Base will each be reduced in the same proportion as the amount withdrawn reduces the Account Value. The new Bonus Base and the new Withdrawal Benefit Base will be set on the date of the withdrawal.

### *Excess Withdrawals*

Excess Withdrawals will reduce the Bonus Base and the Withdrawal Benefit Base in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Annual Withdrawal Amount or the required minimum distribution amount (as defined under the Internal Revenue Code) as it pertains to the Contract, if higher. At the time of an Excess Withdrawal, the Annual Withdrawal Amount is set to zero for the remainder of that Rider Year.

If the Account Value is equal to zero due to an Early Withdrawal or Excess Withdrawal, the Contract and this rider will be cancelled.

Withdrawals that do not exceed the Annual Withdrawal Amount in a Rider Year will not reduce the Bonus Base or Withdrawal Benefit Base.

Currently, any withdrawal in excess of the Annual Withdrawal Amount that is taken to satisfy required minimum distributions (as defined under the Internal Revenue Code) as it pertains to the Contract will not be treated as an Excess Withdrawal, and will not reduce the Withdrawal Benefit Base. However, if there is any material change to the current Internal Revenue Code and IRS regulations and guidelines governing the timing or determination of required minimum distribution amounts, then the Company reserves the right to treat any withdrawal greater than the Annual Withdrawal Amount as an Excess Withdrawal, which may significantly reduce the Withdrawal Benefit Base.

### **Rider Fee**

While this rider is in effect, a fee will be deducted from the Account Value on the last valuation day of each Rider <sup>4</sup>[Quarter]. The Initial Rider Fee Rate is as of the Rider Date and is shown on the Contract Specifications. The rider fee is equal to the rider fee rate multiplied by the Withdrawal Benefit Base on the last valuation day of each Rider <sup>4</sup>[Quarter]. The rider fee rate may change but will never be greater than the Maximum Rider Fee Rate shown on the Contract Specifications.

The rider fee will continue to be deducted until the earliest of the Annuity Commencement Date, the Rider <sup>4</sup>[Quarter] on or next following the date the Account Value equals zero, or upon cancellation of this rider.

### **Bonus Feature**

The Bonus Base is equal to the Withdrawal Benefit Base on the Rider Date and is increased for additional Purchase Payments and step-up amounts, and decreased for Early Withdrawals and Excess Withdrawals. If a withdrawal is not taken in any Rider Year during the Bonus Period, then a bonus amount equal to <sup>8</sup>[7%] of the Bonus Base will be added to the Withdrawal Benefit Base at the <sup>9</sup>[end of that Rider Year]. However, if this amount is less than the step-up amount the Owner would receive as described in the Step-Up Feature section below, then the Withdrawal Benefit Base will instead be increased by the step-up amount.

When a step-up occurs during the Bonus Period, the current Bonus Period ends and a new [ten-year] Bonus Period starts on the date of such step-up.

If a withdrawal is taken in any Rider Year during the Bonus Period, then a bonus amount will not be added to the Withdrawal Benefit Base during that year.

### **Step-Up Feature**

On each Rider Anniversary during the Bonus Period, if the Account Value is greater than the Withdrawal Benefit Base, then the Company will step-up (increase) the Withdrawal Benefit Base and the Bonus Base to an amount equal to the Account Value. In a Rider Year during the Bonus Period that a withdrawal is not taken, if the amount of

step-up is less than <sup>10</sup>[7%] of the Bonus Base, a step-up will not apply. Instead the Withdrawal Benefit Base will be increased as described in the Bonus Feature section.

On each Rider Anniversary after the Bonus Period and prior to the Annuity Commencement Date, if the Account Value is greater than the Withdrawal Benefit Base, then the Company will step-up (increase) the Withdrawal Benefit Base to an amount equal to the Account Value.

When a step-up occurs, the Lifetime Withdrawal Percentage will be based on the attained age of the Owner at the time of step-up in accordance with the table shown in the section titled How the Annual Withdrawal Amount is Determined. After a step-up, the Annual Withdrawal Amount will be equal to the Lifetime Withdrawal Percentage multiplied by the new Withdrawal Benefit Base.

The maximum Withdrawal Benefit Base allowed upon any step-up is <sup>11</sup>[\$5,000,000]. For purposes of determining this limit, the Company reserves the right to aggregate the values of all other variable annuity Contracts owned by the Owner that have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates.

### **Designated Funds**

While this rider is in effect, the entire Account Value must be allocated to one or more of the Designated Funds. The value of the Designated Funds will be automatically rebalanced once each calendar <sup>4</sup>[Quarter] to the allocation percentages elected by the Owner.

The Company reserves the right to change the available Designated Funds on new and existing Contracts and to limit the percentages of Account Value that may be allocated to the Designated Funds. Unless otherwise provided, any time there is a change in the Designated Funds, the Account Value will remain in the previously available Designated Funds. However, any future transfers or Purchase Payments may only be allocated to the Designated Funds then available. In the event of step-up, the Company reserves the right to require that all Account Values be allocated to the Designated Funds then available at the time of step-up. Any transfer or allocation of Purchase Payments other than to a Designated Fund will result in cancellation of this rider.

### **Single Life and Joint-Life Coverage**

The Owner has the option of electing this rider with single-life coverage or, for a higher rider fee rate, with joint-life coverage. Joint-life coverage is available only if the Owner and sole primary Beneficiary are spouses. If joint-life is elected, then the term Owner refers to the younger spouse. Joint-life coverage can be elected on an individually-owned Contract or on a co-owned Contract. A co-owned Contract must be owned by spouses. Single-life coverage provides an Annual Withdrawal Amount for as long as all Owners are alive. Joint-life coverage provides an Annual Withdrawal Amount for as long as either the Owner or the Owner's spouse is alive. If joint-life coverage is elected, then the benefits made available under this rider are based on the age of the younger spouse.

Either single-life or joint-life coverage must be elected no later than the Rider Date. Once elected, the Owner may not switch between single-life and joint-life coverage. With respect to joint-life coverage, should the Owner's spouse (as of the Rider Date) cease to be the spouse or to be the sole primary Beneficiary under the Contract, then joint-life coverage will automatically convert to single-life coverage. Under these circumstances, however, the higher fee associated with joint-life coverage will continue to be assessed, and all rider benefits will continue to be based on the age of the younger spouse.

### **Death of Owner**

If single-life coverage was selected, then at the death of any Owner, this rider terminates and the Beneficiary may elect to exercise any of the available options under the Death Benefit provisions of the Contract. Alternatively, if the surviving spouse is the sole primary Beneficiary and elects to continue the Contract (spousal continuation), then the spouse may have the additional option of electing any rider we make available for this purpose.

If joint-life coverage was selected and one of the Owners dies, then this rider will continue, provided that the surviving spouse, as the sole primary beneficiary, continues the Contract (spousal continuation). In such case:

- the new Account Value will be the Death Benefit;
- the rider fee rate applicable immediately prior to the Owner's death will continue to the surviving spouse;
- the Withdrawal Benefit Base and Bonus Base will remain unchanged until the next Rider Anniversary when a step-up could apply due to an increase in Account Value. See the Step-Up Feature section above;
- any applicable Bonus Period will continue and remain unchanged;
- if withdrawals have not yet been taken, the Lifetime Withdrawal Percentage will be based on the age the younger spouse attains (or would have attained) on the date of the first withdrawal after the rider Coverage Date;
- if withdrawals have already been taken, the Lifetime Withdrawal Percentage will not change; and
- upon death of the surviving spouse, the new rider ends.

Alternatively, the surviving spouse may choose to take any available option under the Death Benefit provisions of the Contract, and the Contract and this rider will both end.

In all cases, the Company will not permit a Beneficiary to make any election that would adversely affect the treatment of the Contract as an annuity contract under the Internal Revenue Code.

### **What Happens on the Annuity Commencement Date**

If the Account Value is greater than zero on the Annuity Commencement Date, then the Owner may elect to:

1. make a full surrender as described in the Contract;
2. annuitize the Account Value under one of the then currently available Annuity Options; or
3. annuitize the Account Value as a single-life annuity (or a joint-life annuity, if joint-life coverage was elected on the Rider Date and still applies) with an annualized annuity payment of not less than the Annual Withdrawal Amount that would have been payable immediately prior to the maximum Annuity Commencement Date.

If no election is made, then the Company will default to the third option described above.

### **Cancellation of this Rider**

Cancellation of this rider will occur upon the earliest of:

- the date we approve the Owner's request to cancel this rider;
- the date a Purchase Payment is allocated other than to a Designated Fund;
- the date any portion of the Account Value allocated in a Designated Fund is transferred other than to a Designated Fund;
- the date the Withdrawal Benefit Base equals zero as a result of an Early Withdrawal or Excess Withdrawal;
- a change of ownership of the Contract;
- the Annuity Commencement Date under the Contract; or
- termination of the Contract.



12 [ Westley V. Thompson], [President] ]

**SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)**

**<sup>1</sup>[ Sun Income Maximizer<sup>sm</sup> ]**

**Guaranteed Minimum Withdrawal Benefit Rider**

This rider is made part of the Contract to which it is attached and is effective on the Rider Date as shown on the Contract Specifications. Except as stated in this rider, it is subject to the provisions contained in the Contract.

**DEFINITIONS**

**Account:** the Accumulation Account as set forth in the Contract section titled Contract Values During Accumulation Period.

**Account Value:** the Accumulation Account Value as set forth in the Contract section titled Contract Values During Accumulation Period.

**Annual Withdrawal Amount:** an annual dollar amount calculated as a percentage of the Withdrawal Benefit Base.

**Bonus Base:** the amount used to calculate any eligible bonus amounts during the Bonus Period.

**Bonus Period:** a <sup>2</sup>[ten-year] period beginning on the Rider Date.

**Coverage Date:** the Rider Date if the Owner is at least age <sup>3</sup>[59] on the Rider Date, otherwise the first Rider Anniversary after the Owner attains age <sup>3</sup>[59].

**Designated Funds:** any Sub-account or Fixed Account that the Company makes available for use with this rider.

**Early Withdrawal:** a withdrawal taken prior to the rider Coverage Date.

**Excess Withdrawal:** a withdrawal taken after the rider Coverage Date which, alone or when combined with any other withdrawals taken in the same Rider Year, exceeds the Annual Withdrawal Amount or the required minimum distribution amount (as defined under the Internal Revenue Code) as it pertains to the Contract, if higher.

**Lifetime Withdrawal Percentage:** a percentage used to calculate the Annual Withdrawal Amount.

**Owner:** except as otherwise specifically noted under the Single Life and Joint-Life Coverage section below, the term Owner refers to the oldest Owner; in the case of a non-natural Owner, the term Owner refers to the oldest Annuitant.

**Rider Anniversary:** the same date each year as the Rider Date with the first Rider Anniversary being one year from the Rider Date.

**Rider <sup>4</sup>[Quarter]:** a <sup>5</sup>[three-month] period with the first Rider <sup>4</sup>[Quarter] beginning on the Rider Date.

**Rider Year:** each consecutive 12-month period from the Rider Date.

**Withdrawal Benefit Base:** the amount used to calculate the Annual Withdrawal Amount and the rider fee.

## THE RIDER BENEFIT

This rider guarantees an amount up to which the Owner may withdraw each year as long as the requirements of this rider are met. The guaranteed annual amount available for withdrawal is known as the Annual Withdrawal Amount and is described below.

### How the Annual Withdrawal Amount is Determined

The Annual Withdrawal Amount is determined when the first withdrawal (other than an optional one-time access withdrawal) is taken after the rider Coverage Date, on each subsequent Rider Anniversary and upon receipt of any subsequent Purchase Payments. The Annual Withdrawal Amount equals the Lifetime Withdrawal Percentage multiplied by the Withdrawal Benefit Base. The Lifetime Withdrawal Percentage is first determined based on the Owner's attained age at the time of the first withdrawal after the rider Coverage Date in accordance with the following table:

Owner's Age	Lifetime Withdrawal Percentage
<sup>6</sup> [58 and younger	0%
59 - 64	4%
65 - 79	5%
80 and older]	6%]

The Annual Withdrawal Amounts are not cumulative. If less than the Annual Withdrawal Amount is withdrawn in any one Rider Year, then the unused portion of the Annual Withdrawal Amount may not be added to withdrawals made in future Rider Years.

### How the Withdrawal Benefit Base is Determined

If the Rider Date is the same as the Date of Coverage for the Contract, the Withdrawal Benefit Base on the Rider Date is equal to the sum of all Purchase Payments made. If the Rider Date is after the Date of Coverage for the Contract, the Withdrawal Benefit Base on the Rider Date is equal to the Account Value. After the Rider Date, the Withdrawal Benefit Base is:

- increased by any step-ups as described in the Step-Up Feature section below;
- increased by any subsequent Purchase Payments;
- increased by the amount of any bonus;
- increased by any Benefit Enhancement amount;
- decreased following any Early Withdrawals;
- decreased following any Excess Withdrawals; and
- decreased following any one-time access withdrawal.

In no event will the Withdrawal Benefit Base be adjusted to an amount greater than <sup>7</sup>[\$10,000,000]. For purposes of determining this limit, the Company reserves the right to aggregate the values of all other variable annuity Contracts owned by the Owner that have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates.

If the Account Value is reduced to zero prior to the rider Coverage Date or as a result of an Excess Withdrawal or the one-time access withdrawal, then the Contract will terminate and no annual payments will be made. If the Account Value is reduced to zero for any other reason, then the Contract will terminate, however, the Owner will receive annual payments equal to the Lifetime Withdrawal Percentage multiplied by the amount of the Withdrawal Benefit Base.

These payments will continue for as long as the Owner lives. If the Owner elected joint-life coverage, these payments will continue as long as either the Owner or the Owner's spouse lives.

### Benefit Enhancement

The Benefit Enhancement provides for an increase to the Withdrawal Benefit Base. Upon the later of the <sup>8</sup>[10<sup>th</sup>] Rider Anniversary or the Rider Anniversary on which the Owner is age <sup>9</sup>[70], if no withdrawals (other than the

optional one-time access withdrawal) have been taken since the Rider Date, then the Withdrawal Benefit Base will be set to equal the greater of the Withdrawal Benefit Base or the sum of (a), (b) and (c) where:

- (a) <sup>10</sup>[200%] of the initial Purchase Payment;
- (b) <sup>10</sup>[200%] of any additional Purchase Payments made on or before the first Rider Anniversary; and
- (c) <sup>10</sup>[100%] of any additional Purchase Payments made after the first Rider Anniversary.

If any withdrawals (other than the optional one-time access withdrawal) have been taken since the Rider Date, then this adjustment to increase the Withdrawal Benefit Base will not be made.

### **Purchase Payments**

While this rider is in effect, we reserve the right not to accept additional Purchase Payments. After the first Rider Anniversary, the sum of any additional Purchase Payments made in any given Rider Year that we do allow may not be greater than <sup>11</sup>[\$50,000] without our prior consent.

If any subsequent Purchase Payments are made, then the Withdrawal Benefit Base and Bonus Base will increase by the amount of the Purchase Payment on the date it is received.

### **Withdrawals**

All withdrawals will reduce the Account Value and are subject to withdrawal charges if they are in excess of the greatest of the Annual Withdrawal Amount, the Contract free withdrawal amount or any minimum distribution amount required under the Internal Revenue Code.

#### *Early Withdrawals*

The first Early Withdrawal will be treated as the one-time access withdrawal as described in the One-Time Access Withdrawal section below. Early Withdrawals will reduce the Withdrawal Benefit Base in the same proportion as the amount withdrawn reduces the Account Value. The new Withdrawal Benefit Base will be set on the date of the withdrawal. The Bonus Period will end on the date the second Early Withdrawal is taken.

#### *Excess Withdrawals*

Excess Withdrawals will reduce the Withdrawal Benefit Base in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Annual Withdrawal Amount or the required minimum distribution amount (as defined under the Internal Revenue Code) as it pertains to the Contract, if higher. At the time of an Excess Withdrawal, the Annual Withdrawal Amount is set to zero for the remainder of that Rider Year.

If the Account Value is equal to zero due to an Early Withdrawal or Excess Withdrawal, the Contract and this rider will be cancelled.

Withdrawals that do not exceed the Annual Withdrawal Amount in a Rider Year will not reduce the Withdrawal Benefit Base.

Currently, any withdrawal in excess of the Annual Withdrawal Amount that is taken to satisfy required minimum distributions (as defined under the Internal Revenue Code) as it pertains to the Contract will not be treated as an Excess Withdrawal, and will not reduce the Withdrawal Benefit Base. However, if there is any material change to the current Internal Revenue Code and IRS regulations and guidelines governing the timing or determination of required minimum distribution amounts, then the Company reserves the right to treat any withdrawal greater than the Annual Withdrawal Amount as an Excess Withdrawal, which may significantly reduce the Withdrawal Benefit Base.

### **One-Time Access Withdrawal**

After the rider Coverage Date, you may elect a one-time withdrawal that will not start the determination of the Annual Withdrawal Amount if you have not taken any prior withdrawals. This one-time access withdrawal will reduce the Bonus Base, the Withdrawal Benefit Base and the Benefit Enhancement in the same proportion as the amount withdrawn reduces the Account Value. If the optional one-time access withdrawal is taken in any Rider Year during the Bonus Period, then a bonus amount will not be added to the Withdrawal Benefit Base during that year, but the Bonus Period will not end.

If you take an Early Withdrawal, then the optional one-time access withdrawal will not be available for any subsequent withdrawals.

The optional one-time access withdrawal is not available for a withdrawal made as part of an exchange under Internal Revenue Code §1035 or as part of a transfer or rollover to an eligible retirement plan as defined by the Internal Revenue Code.

### **Rider Fee**

While this rider is in effect, a fee will be deducted from the Account Value on the last valuation day of each Rider <sup>4</sup>[Quarter]. The Initial Rider Fee Rate is as of the Rider Date and is shown on the Contract Specifications. The rider fee is equal to the rider fee rate multiplied by the Withdrawal Benefit Base on the last valuation day of each Rider <sup>4</sup>[Quarter]. The rider fee rate may change but will never be greater than the Maximum Rider Fee Rate shown on the Contract Specifications.

The rider fee will continue to be deducted until the earliest of the Annuity Commencement Date, the Rider <sup>4</sup>[Quarter] on or next following the date the Account Value equals zero, or upon cancellation of this rider.

### **Bonus Feature**

The Bonus Base is equal to the Withdrawal Benefit Base on the Rider Date and is increased for additional Purchase Payments and step-up amounts, and decreased for Early Withdrawals, Excess Withdrawals and the One-Time Access Withdrawal. If a withdrawal is not taken in any Rider Year during the Bonus Period, then a bonus amount equal to <sup>12</sup>[8%] of the Bonus Base will be added to the Withdrawal Benefit Base at the <sup>13</sup>[end of that Rider Year]. However, if this amount is less than the step-up amount the Owner would receive as described in the Step-Up Feature section below, then the Withdrawal Benefit Base will instead be increased by the step-up amount.

If a withdrawal (other than the optional one-time access withdrawal) is taken in any Rider Year during the Bonus Period, then a bonus amount will not be added to the Withdrawal Benefit Base during that year and the Bonus Period will end.

### **Step-Up Feature**

On each Rider Anniversary during the Bonus Period, if the Account Value is greater than the Withdrawal Benefit Base, then the Company will step-up (increase) the Withdrawal Benefit Base and the Bonus Base to an amount equal to the Account Value. In a Rider Year during the Bonus Period that a withdrawal is not taken, if the amount of step-up is less than <sup>14</sup>[8%] of the Bonus Base, a step-up will not apply. Instead the Withdrawal Benefit Base will be increased as described in the Bonus Feature section.

On each Rider Anniversary after the Bonus Period and prior to the Annuity Commencement Date, if the Account Value is greater than the Withdrawal Benefit Base, then the Company will step-up (increase) the Withdrawal Benefit Base to an amount equal to the Account Value.

When a step-up occurs, the Lifetime Withdrawal Percentage will be based on the attained age of the Owner at the time of step-up in accordance with the table shown in the section titled How the Annual Withdrawal Amount is Determined. After a step-up, the Annual Withdrawal Amount will be equal to the Lifetime Withdrawal Percentage multiplied by the new Withdrawal Benefit Base.

A step-up will be allowed up to the maximum Withdrawal Benefit base of <sup>7</sup>[\$10,000,000].

### **Designated Funds**

While this rider is in effect, the entire Account Value must be allocated to one or more of the Designated Funds. The value of the Designated Funds will be automatically rebalanced once each calendar <sup>4</sup>[Quarter] to the allocation percentages elected by the Owner.

The Company reserves the right to change the available Designated Funds on new and existing Contracts and to limit the percentages of Account Value that may be allocated to the Designated Funds. Unless otherwise provided,

any time there is a change in the Designated Funds, the Account Value will remain in the previously available Designated Funds. However, any future transfers or Purchase Payments may only be allocated to the Designated Funds then available. In the event of step-up, the Company reserves the right to require that all Account Values be allocated to the Designated Funds then available at the time of step-up. Any transfer or allocation of Purchase Payments other than to a Designated Fund will result in cancellation of this rider.

### **Single Life and Joint-Life Coverage**

The Owner has the option of electing this rider with single-life coverage or, for a higher rider fee rate, with joint-life coverage. Joint-life coverage is available only if the Owner and sole primary Beneficiary are spouses. If joint-life is elected, then the term Owner refers to the younger spouse. Joint-life coverage can be elected on an individually-owned Contract or on a co-owned Contract. A co-owned Contract must be owned by spouses. Single-life coverage provides an Annual Withdrawal Amount for as long as all Owners are alive. Joint-life coverage provides an Annual Withdrawal Amount for as long as either the Owner or the Owner's spouse is alive. If joint-life coverage is elected, then the benefits made available under this rider are based on the age of the younger spouse.

Either single-life or joint-life coverage must be elected no later than the Rider Date. Once elected, the coverage can not be changed except in the case of divorce where the Owner may switch from joint-life to single-life coverage. With respect to joint-life coverage, should the Owner's spouse (as of the Rider Date) cease to be the spouse or to be the sole primary Beneficiary under the Contract, then joint-life coverage will automatically convert to single-life coverage. Under these circumstances, however, the higher fee associated with joint-life coverage will continue to be assessed, and all rider benefits will continue to be based on the age of the younger spouse.

### **Death of Owner**

If single-life coverage was selected, then at the death of any Owner, this rider terminates and the Beneficiary may elect to exercise any of the available options under the Death Benefit provisions of the Contract. Alternatively, if the surviving spouse is the sole primary Beneficiary and elects to continue the Contract (spousal continuation), then the spouse may have the additional option of electing any rider we make available for this purpose.

If joint-life coverage was selected and one of the Owners dies, then this rider will continue, provided that the surviving spouse, as the sole primary beneficiary, continues the Contract (spousal continuation). In such case:

- the new Account Value will be the Death Benefit;
- the rider fee rate applicable immediately prior to the Owner's death will continue to the surviving spouse;
- the Withdrawal Benefit Base and Bonus Base will remain unchanged until the next Rider Anniversary when a step-up could apply due to an increase in Account Value. See the Step-Up Feature section above;
- any applicable Bonus Period and Benefit Enhancement will continue and remain unchanged;
- if withdrawals have not yet been taken, the Lifetime Withdrawal Percentage will be based on the age the younger spouse attains (or would have attained) on the date of the first withdrawal after the rider Coverage Date;
- if withdrawals have already been taken, the Lifetime Withdrawal Percentage will not change; and
- upon death of the surviving spouse, the new rider ends.

Alternatively, the surviving spouse may choose to take any available option under the Death Benefit provisions of the Contract, and the Contract and this rider will both end.

In all cases, the Company will not permit a Beneficiary to make any election that would adversely affect the treatment of the Contract as an annuity contract under the Internal Revenue Code.

### **What Happens on the Annuity Commencement Date**

If the Account Value is greater than zero on the Annuity Commencement Date, then the Owner may elect to:

1. make a full surrender as described in the Contract;
2. annuitize the Account Value under one of the then currently available Annuity Options; or

3. annuitize the Account Value as a single-life annuity (or a joint-life annuity, if joint-life coverage was elected on the Rider Date and still applies) with an annualized annuity payment of not less than the Annual Withdrawal Amount that would have been payable immediately prior to the maximum Annuity Commencement Date.

If no election is made, then the Company will default to the third option described above.

All other Contract benefits, including death benefits, terminate on the Annuity Commencement Date.

**Cancellation of this Rider**

Cancellation of this rider will occur upon the earliest of:

- the date we approve the Owner's request to cancel this rider;
- the date a Purchase Payment is allocated other than to a Designated Fund;
- the date any portion of the Account Value allocated in a Designated Fund is transferred other than to a Designated Fund;
- the date the Withdrawal Benefit Base equals zero as a result of an Early Withdrawal or Excess Withdrawal;
- a change of ownership of the Contract;
- the Annuity Commencement Date under the Contract; or
- termination of the Contract.



15 [ ]  
[Westley V. Thompson], [President]

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)

<sup>1</sup>[ Sun Income Maximizer<sup>SM</sup> Plus ]

**Guaranteed Minimum Withdrawal Benefit Rider**

This rider is made part of the Contract to which it is attached and is effective on the Rider Date as shown on the Contract Specifications. Except as stated in this rider, it is subject to the provisions contained in the Contract.

**DEFINITIONS**

**Account:** the Accumulation Account as set forth in the Contract section titled Contract Values During Accumulation Period.

**Account Value:** the Accumulation Account Value as set forth in the Contract section titled Contract Values During Accumulation Period.

**Annual Withdrawal Amount:** an annual dollar amount calculated as a percentage of the Withdrawal Benefit Base.

**Bonus Base:** the amount used to calculate any eligible bonus amounts during the Bonus Period.

**Bonus Period:** a <sup>2</sup>[ten-year] period beginning on the Rider Date.

**Coverage Date:** the Rider Date if the Owner is at least age <sup>3</sup>[59] on the Rider Date, otherwise the first Rider Anniversary after the Owner attains age <sup>3</sup>[59].

**Designated Funds:** any Sub-account or Fixed Account that the Company makes available for use with this rider.

**Early Withdrawal:** a withdrawal taken prior to the rider Coverage Date.

**Excess Withdrawal:** a withdrawal taken after the rider Coverage Date which, alone or when combined with any other withdrawals taken in the same Rider Year, exceeds the Annual Withdrawal Amount or the required minimum distribution amount (as defined under the Internal Revenue Code) as it pertains to the Contract, if higher.

**Lifetime Withdrawal Percentage:** a percentage used to calculate the Annual Withdrawal Amount.

**Owner:** except as otherwise specifically noted under the Single Life and Joint-Life Coverage section below, the term Owner refers to the oldest Owner; in the case of a non-natural Owner, the term Owner refers to the oldest Annuitant.

**Rider Anniversary:** the same date each year as the Rider Date with the first Rider Anniversary being one year from the Rider Date.

**Rider <sup>4</sup>[Quarter]:** a <sup>5</sup>[three-month] period with the first Rider <sup>4</sup>[Quarter] beginning on the Rider Date.

**Rider Year:** each consecutive 12-month period from the Rider Date.

**Withdrawal Benefit Base:** the amount used to calculate the Annual Withdrawal Amount and the rider fee.

## THE RIDER BENEFIT

This rider guarantees an amount up to which the Owner may withdraw each year as long as the requirements of this rider are met. The guaranteed annual amount available for withdrawal is known as the Annual Withdrawal Amount and is described below.

### How the Annual Withdrawal Amount is Determined

The Annual Withdrawal Amount is determined when the first withdrawal (other than an optional one-time access withdrawal) is taken after the rider Coverage Date, on each subsequent Rider Anniversary and upon receipt of any subsequent Purchase Payments. The Annual Withdrawal Amount equals the Lifetime Withdrawal Percentage multiplied by the Withdrawal Benefit Base. The Lifetime Withdrawal Percentage is first determined based on the Owner's attained age at the time of the first withdrawal after the rider Coverage Date in accordance with the following table:

Owner's Age	Lifetime Withdrawal Percentage
<sup>6</sup> [58 and younger	[0%
59 - 64	3%
65 - 79	4%
80 and older]	5%]

The Annual Withdrawal Amounts are not cumulative. If less than the Annual Withdrawal Amount is withdrawn in any one Rider Year, then the unused portion of the Annual Withdrawal Amount may not be added to withdrawals made in future Rider Years.

### How the Withdrawal Benefit Base is Determined

If the Rider Date is the same as the Date of Coverage for the Contract, the Withdrawal Benefit Base on the Rider Date is equal to the sum of all Purchase Payments made. If the Rider Date is after the Date of Coverage for the Contract, the Withdrawal Benefit Base on the Rider Date is equal to the Account Value. After the Rider Date, the Withdrawal Benefit Base is:

- increased by any step-ups as described in the Step-Up Feature section below;
- increased by any subsequent Purchase Payments;
- increased by the amount of any bonus;
- increased by any Benefit Enhancement amount;
- increased by the amount of any Annual Increase Benefit
- decreased following any Early Withdrawals;
- decreased following any Excess Withdrawals; and
- decreased following any one-time access withdrawal.

In no event will the Withdrawal Benefit Base be adjusted to an amount greater than <sup>7</sup>[\$10,000,000]. For purposes of determining this limit, the Company reserves the right to aggregate the values of all other variable annuity Contracts owned by the Owner that have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates.

If the Account Value is reduced to zero prior to the rider Coverage Date or as a result of an Excess Withdrawal or the one-time access withdrawal, then the Contract will terminate and no annual payments will be made. If the Account Value is reduced to zero for any other reason, then the Contract will terminate, however, the Owner will receive annual payments equal to the Lifetime Withdrawal Percentage multiplied by the amount of the Withdrawal Benefit Base adjusted by the Annual Increase Amount.

These payments will continue for as long as the Owner lives. If the Owner elected joint-life coverage, these payments will continue as long as either the Owner or the Owner's spouse lives.

### Annual Increase Benefit

The first withdrawal (other than the one-time access withdrawal) taken after the rider Coverage Date will cause the Withdrawal Benefit Base to automatically increase on each Rider Anniversary to equal the Withdrawal Benefit Base

prior to the Rider Anniversary multiplied by the sum of 1 plus the Annual Increase Rate of <sup>8</sup>[3.0%]. The Annual Increase Benefit will not apply in any Rider Year during which an Excess Withdrawal is taken.

### **Benefit Enhancement**

The Benefit Enhancement provides for an increase to the Withdrawal Benefit Base. Upon the later of the <sup>9</sup>[10<sup>th</sup>] Rider Anniversary or the Rider Anniversary on which the Owner is age <sup>10</sup>[70], if no withdrawals (other than the optional one-time access withdrawal) have been taken since the Rider Date, then the Withdrawal Benefit Base will be set to equal the greater of the Withdrawal Benefit Base or the sum of (a), (b) and (c) where:

- (a) <sup>11</sup>[200%] of the initial Purchase Payment;
- (b) <sup>11</sup>[200%] of any additional Purchase Payments made on or before the first Rider Anniversary; and
- (c) <sup>11</sup>[100%] of any additional Purchase Payments made after the first Rider Anniversary.

If any withdrawals (other than the optional one-time access withdrawal) have been taken since the Rider Date, then this adjustment to increase the Withdrawal Benefit Base will not be made.

### **Purchase Payments**

While this rider is in effect, we reserve the right not to accept additional Purchase Payments. After the first Rider Anniversary, the sum of any additional Purchase Payments made in any given Rider Year that we do allow may not be greater than <sup>12</sup>[\$50,000] without our prior consent.

If any subsequent Purchase Payments are made, then the Withdrawal Benefit Base and Bonus Base will increase by the amount of the Purchase Payment on the date it is received.

### **Withdrawals**

All withdrawals will reduce the Account Value and are subject to withdrawal charges if they are in excess of the greatest of the Annual Withdrawal Amount, the Contract free withdrawal amount or any minimum distribution amount required under the Internal Revenue Code.

#### *Early Withdrawals*

The first Early Withdrawal will be treated as the one-time access withdrawal as described in the One-Time Access Withdrawal section below. Early Withdrawals will reduce the Withdrawal Benefit Base in the same proportion as the amount withdrawn reduces the Account Value. The new Withdrawal Benefit Base will be set on the date of the withdrawal. The Bonus Period will end on the date the second Early Withdrawal is taken.

#### *Excess Withdrawals*

Excess Withdrawals will reduce the Withdrawal Benefit Base in the same proportion as the Account Value is reduced by the amount of the withdrawal that exceeds the Annual Withdrawal Amount or the required minimum distribution amount (as defined under the Internal Revenue Code) as it pertains to the Contract, if higher. At the time of an Excess Withdrawal, the Annual Withdrawal Amount is set to zero for the remainder of that Rider Year.

If the Account Value is equal to zero due to an Early Withdrawal or Excess Withdrawal, the Contract and this rider will be cancelled.

Withdrawals that do not exceed the Annual Withdrawal Amount in a Rider Year will not reduce the Withdrawal Benefit Base.

Currently, any withdrawal in excess of the Annual Withdrawal Amount that is taken to satisfy required minimum distributions (as defined under the Internal Revenue Code) as it pertains to the Contract will not be treated as an Excess Withdrawal, and will not reduce the Withdrawal Benefit Base. However, if there is any material change to the current Internal Revenue Code and IRS regulations and guidelines governing the timing or determination of required minimum distribution amounts, then the Company reserves the right to treat any withdrawal greater than the Annual Withdrawal Amount as an Excess Withdrawal, which may significantly reduce the Withdrawal Benefit Base.

### **One-Time Access Withdrawal**

After the rider Coverage Date, you may elect a one-time withdrawal that will not start the determination of the Annual Withdrawal Amount if you have not taken any prior withdrawals. This one-time access withdrawal will reduce the Bonus Base, the Withdrawal Benefit Base and the Benefit Enhancement in the same proportion as the amount withdrawn reduces the Account Value. If the optional one-time access withdrawal is taken in any Rider Year during the Bonus Period, then a bonus amount will not be added to the Withdrawal Benefit Base during that year, but the Bonus Period will not end.

If you take an Early Withdrawal, then the optional one-time access withdrawal will not be available for any subsequent withdrawals.

The optional one-time access withdrawal is not available for a withdrawal made as part of an exchange under Internal Revenue Code §1035 or as part of a transfer or rollover to an eligible retirement plan as defined by the Internal Revenue Code.

### **Rider Fee**

While this rider is in effect, a fee will be deducted from the Account Value on the last valuation day of each Rider <sup>4</sup>[Quarter]. The Initial Rider Fee Rate is as of the Rider Date and is shown on the Contract Specifications. The rider fee is equal to the rider fee rate multiplied by the Withdrawal Benefit Base on the last valuation day of each Rider <sup>4</sup>[Quarter]. The rider fee rate may change but will never be greater than the Maximum Rider Fee Rate shown on the Contract Specifications.

The rider fee will continue to be deducted until the earliest of the Annuity Commencement Date, the Rider <sup>4</sup>[Quarter] on or next following the date the Account Value equals zero, or upon cancellation of this rider.

### **Bonus Feature**

The Bonus Base is equal to the Withdrawal Benefit Base on the Rider Date and is increased for additional Purchase Payments and step-up amounts, and decreased for Early Withdrawals, Excess Withdrawals and the One-Time Access Withdrawal. If a withdrawal is not taken in any Rider Year during the Bonus Period, then a bonus amount equal to <sup>13</sup>[8%] of the Bonus Base will be added to the Withdrawal Benefit Base at the <sup>14</sup>[end of that Rider Year]. However, if this amount is less than the step-up amount the Owner would receive as described in the Step-Up Feature section below, then the Withdrawal Benefit Base will instead be increased by the step-up amount.

If a withdrawal (other than the optional one-time access withdrawal) is taken in any Rider Year during the Bonus Period, then a bonus amount will not be added to the Withdrawal Benefit Base during that year and the Bonus Period will end.

### **Step-Up Feature**

On each Rider Anniversary during the Bonus Period, if the Account Value is greater than the Withdrawal Benefit Base, then the Company will step-up (increase) the Withdrawal Benefit Base and the Bonus Base to an amount equal to the Account Value. In a Rider Year during the Bonus Period that a withdrawal is not taken, if the amount of step-up is less than <sup>15</sup>[8%] of the Bonus Base, a step-up will not apply. Instead the Withdrawal Benefit Base will be increased as described in the Bonus Feature section.

On each Rider Anniversary after the Bonus Period and prior to the Annuity Commencement Date, if the Account Value is greater than the Withdrawal Benefit Base adjusted by any applicable Annual Increase Benefit, then the Company will step-up (increase) the Withdrawal Benefit Base to an amount equal to the Account Value.

When a step-up occurs, the Lifetime Withdrawal Percentage will be based on the attained age of the Owner at the time of step-up in accordance with the table shown in the section titled How the Annual Withdrawal Amount is Determined. After a step-up, the Annual Withdrawal Amount will be equal to the Lifetime Withdrawal Percentage multiplied by the new Withdrawal Benefit Base.

A step-up will be allowed up to the maximum Withdrawal Benefit Base of <sup>7</sup>[\$10,000,000].

### **Designated Funds**

While this rider is in effect, the entire Account Value must be allocated to one or more of the Designated Funds. The value of the Designated Funds will be automatically rebalanced once each calendar <sup>4</sup>[Quarter] to the allocation percentages elected by the Owner.

The Company reserves the right to change the available Designated Funds on new and existing Contracts and to limit the percentages of Account Value that may be allocated to the Designated Funds. Unless otherwise provided, any time there is a change in the Designated Funds, the Account Value will remain in the previously available Designated Funds. However, any future transfers or Purchase Payments may only be allocated to the Designated Funds then available. In the event of step-up, the Company reserves the right to require that all Account Values be allocated to the Designated Funds then available at the time of step-up. Any transfer or allocation of Purchase Payments other than to a Designated Fund will result in cancellation of this rider.

### **Single Life and Joint-Life Coverage**

The Owner has the option of electing this rider with single-life coverage or, for a higher rider fee rate, with joint-life coverage. Joint-life coverage is available only if the Owner and sole primary Beneficiary are spouses. If joint-life is elected, then the term Owner refers to the younger spouse. Joint-life coverage can be elected on an individually-owned Contract or on a co-owned Contract. A co-owned Contract must be owned by spouses. Single-life coverage provides an Annual Withdrawal Amount for as long as all Owners are alive. Joint-life coverage provides an Annual Withdrawal Amount for as long as either the Owner or the Owner's spouse is alive. If joint-life coverage is elected, then the benefits made available under this rider are based on the age of the younger spouse.

Either single-life or joint-life coverage must be elected no later than the Rider Date. Once elected, the coverage can not be changed except in the case of divorce where the Owner may switch from joint-life to single-life coverage. With respect to joint-life coverage, should the Owner's spouse (as of the Rider Date) cease to be the spouse or to be the sole primary Beneficiary under the Contract, then joint-life coverage will automatically convert to single-life coverage. Under these circumstances, however, the higher fee associated with joint-life coverage will continue to be assessed, and all rider benefits will continue to be based on the age of the younger spouse.

### **Death of Owner**

If single-life coverage was selected, then at the death of any Owner, this rider terminates and the Beneficiary may elect to exercise any of the available options under the Death Benefit provisions of the Contract. Alternatively, if the surviving spouse is the sole primary Beneficiary and elects to continue the Contract (spousal continuation), then the spouse may have the additional option of electing any rider we make available for this purpose.

If joint-life coverage was selected and one of the Owners dies, then this rider will continue, provided that the surviving spouse, as the sole primary beneficiary, continues the Contract (spousal continuation). In such case:

- the new Account Value will be the Death Benefit;
- the rider fee rate applicable immediately prior to the Owner's death will continue to the surviving spouse;
- the Withdrawal Benefit Base and Bonus Base will remain unchanged until the next Rider Anniversary when a step-up could apply due to an increase in Account Value. See the Step-Up Feature section above;
- any applicable Bonus Period and Benefit Enhancement will continue and remain unchanged;
- if withdrawals have not yet been taken, the Lifetime Withdrawal Percentage will be based on the age the younger spouse attains (or would have attained) on the date of the first withdrawal after the rider Coverage Date;
- if withdrawals have already been taken, the Lifetime Withdrawal Percentage will not change; and
- upon death of the surviving spouse, new rider ends.

Alternatively, the surviving spouse may choose to take any available option under the Death Benefit provisions of the Contract, and the Contract and this rider will both end.

In all cases, the Company will not permit a Beneficiary to make any election that would adversely affect the treatment of the Contract as an annuity contract under the Internal Revenue Code.

**What Happens on the Annuity Commencement Date**

If the Account Value is greater than zero on the Annuity Commencement Date, then the Owner may elect to:

1. make a full surrender as described in the Contract;
2. annuitize the Account Value under one of the then currently available Annuity Options; or
3. annuitize the Account Value as a single-life annuity (or a joint-life annuity, if joint-life coverage was elected on the Rider Date and still applies) with an annualized annuity payment of not less than the Annual Withdrawal Amount that would have been payable immediately prior to the maximum Annuity Commencement Date, adjusted for the Annual Increase Benefit.

If no election is made, then the Company will default to the third option described above.

All other Contract benefits, including death benefits, terminate on the Annuity Commencement Date.

**Cancellation of this Rider**

Cancellation of this rider will occur upon the earliest of:

- the date we approve the Owner’s request to cancel this rider;
- the date a Purchase Payment is allocated other than to a Designated Fund;
- the date any portion of the Account Value allocated in a Designated Fund is transferred other than to a Designated Fund;
- the date the Withdrawal Benefit Base equals zero as a result of an Early Withdrawal or Excess Withdrawal;
- a change of ownership of the Contract;
- the Annuity Commencement Date under the Contract; or
- termination of the Contract.



15 [ Westley V. Thompson], [President] ]

SERFF Tracking Number: SUNL-126706678 State: Arkansas  
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 46141  
Company Tracking Number: LB RIDERS SEPTEMBER 2010  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
Product Name: LB Riders September 2010  
Project Name/Number: LB Riders September 2010/LB Riders September 2010

## Supporting Document Schedules

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Application

**Comments:**

Application: Masters-08 Application, approved 7/24/08.

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Statements of Variability

**Comments:**

**Attachments:**

VA-SIR-2010 SOV.pdf  
VA-LB2-2010 SOV.pdf  
VA-LB3-2010 SOV.pdf  
FAII-09 SOV 7-6-10.pdf  
FIIII-09 SOV 7-6-10.pdf  
RCHII-09 SOV 7-6-10.pdf  
RFFII-09 SOV 7-6-10.pdf

**Sun Life Assurance Company of Canada (U.S.)  
Memorandum of Variable Material**

Form Number: VA-SIR-2010  
Revision Date: 7/6/10

Variability denoted by bracketing and annotation

#	Variable Field	Variable Description								
1	Sun Income Riser <sup>®</sup> III	The current marketing name of the rider. The name may vary based on the product to which it is attached and to the extent there are future changes to the rider as noted in this statement.								
2	ten-year	The current Bonus Period is a ten-year period. In the future the bonus period may range from one to fifty year period.								
3	59	The current age measure for the rider Coverage Date is age 59. In the future, the age may range from 40 to 95.								
4	Quarter	The frequency used to determine the rider period. In the future, the frequency may range from Day, Month to Year.								
5	three-month	The definition of Quarter. If in the future the frequency changes to Day, then the definition will display as one-day. If in the future the frequency changes to Month, then the definition will display as one-month. If in the future the frequency changes to Year, then the definition will display as twelve-month.								
6	<table border="1" style="margin-left: 20px;"> <tr> <td>[58 and younger</td> <td>[0%</td> </tr> <tr> <td>59 - 64</td> <td>[4%</td> </tr> <tr> <td>65 - 79</td> <td>5%</td> </tr> <tr> <td>80 and older]</td> <td>6%]</td> </tr> </table>	[58 and younger	[0%	59 - 64	[4%	65 - 79	5%	80 and older]	6%]	<p>Lifetime Withdrawal Percentages are determined based on the Owner's attained age at the time of their first withdrawal. Each age has a corresponding Lifetime Withdrawal Percentage.</p> <p>Currently there are four tiers. In the future the number of tiers may vary from 1 to 20.</p> <p>Owner's Age range may range from 20 to 100. Lifetime Withdrawal Percentages may range from 0% to 10%.</p>
[58 and younger	[0%									
59 - 64	[4%									
65 - 79	5%									
80 and older]	6%]									
7	first year	Currently we only accept additional payments during the first year following the Rider Date. In the future, the period may vary from the first year to the tenth year following the Rider Date.								
8	7%	The current bonus percentage is 7%. In the future the percentage may range from 1% to 20%								
9	end of that Rider Year	The time at which we apply the bonus to the Withdrawal Benefit Base. In the future this time may range from every second Account Year up to every tenth Account Year.								
10	7%	The percentage of the Bonus Base used in the calculation to determine if the step-up amount will apply. In the future, this percentage may range from 1% to 20%.								
11	\$5,000,000	The current maximum Withdrawal Benefit Base allowed is \$5,000,000. In the future, the maximum may range from \$1M to \$10M.								
12	President Name and Signature	This is the current President's name and signature and will change as the officer changes.								

**Sun Life Assurance Company of Canada (U.S.)**  
**Memorandum of Variable Material**

Form Number: VA-LB2-2010

Revision Date: 7/6/10

Variability denoted by bracketing and annotation

#	Variable Field	Variable Description								
1	Sun Income Maximizer <sup>sm</sup>	The current marketing name of the rider. The name may vary based on the product to which it is attached and to the extent there are future changes to the rider as noted in this statement.								
2	ten-year	The current Bonus Period is a ten-year period. In the future the bonus period may range from one to fifty year period.								
3	59	The current age measure for the rider Coverage Date is age 59. In the future, the age may range from 40 to 95.								
4	Quarter	The frequency used to determine the rider period. In the future, the frequency may range from Day, Month to Year.								
5	three-month	The definition of Quarter. If in the future the frequency changes to Day, then the definition will display as one-day. If in the future the frequency changes to Month, then the definition will display as one-month. If in the future the frequency changes to Year, then the definition will display as twelve-month.								
6	<table border="1" style="margin-left: 20px;"> <tr> <td>[58 and younger</td> <td>[0%</td> </tr> <tr> <td>59 - 64</td> <td>[4%</td> </tr> <tr> <td>65 – 79</td> <td>5%</td> </tr> <tr> <td>80 and older]</td> <td>6%]</td> </tr> </table>	[58 and younger	[0%	59 - 64	[4%	65 – 79	5%	80 and older]	6%]	<p>Lifetime Withdrawal Percentages are determined based on the Owner's attained age at the time of their first withdrawal, other than an optional one-time access withdrawal. Each age has a corresponding Lifetime Withdrawal Percentage.</p> <p>Currently there are four tiers. In the future the number of tiers may vary from 1 to 20.</p> <p>Owner's Age range may range from 20 to 100. Lifetime Withdrawal Percentages may range from 0% to 10%.</p>
[58 and younger	[0%									
59 - 64	[4%									
65 – 79	5%									
80 and older]	6%]									
7	\$10,000,000	The current maximum Withdrawal Benefit Base allowed is \$10,000,000. In the future, the maximum may range from \$1M to \$20M.								
8	10 <sup>th</sup>	Currently the 10 <sup>th</sup> Rider Anniversary is a measure used to effect the Benefit Enhancement. In the future, this may range from the 1 <sup>st</sup> to 20 <sup>th</sup> Rider Anniversary.								
9	70	Currently the Owner's age 70 is a measure used to effect the Benefit Enhancement. In the future, this may range from age 50 to 85.								
10	(a) [200%] (b) [200%] (c) [100%]	These are the current percentages applied to Purchase Payments used to determine Benefit Enhancement. In the future, these may range from 25% to 400%.								
11	\$50,000	Currently the maximum amount of additional purchase payments allowed in any given year \$50,000. In the future, this may range from \$1,000 to \$1M.								
12	8%	The current bonus percentage is 8%. In the future the percentage may range from 1% to 20%.								
13	end of that Rider Year	The time at which we apply the bonus to the Withdrawal Benefit Base. In the future this time may range from every second Account Year up to every tenth Account Year.								
14	8%	The percentage of the Bonus Base used in the calculation to determine if the step-up amount will apply. In the future, this percentage may range from 1% to 20%.								
15	President Name and Signature	This is the current President's name and signature and will change as the officer changes.								



**Sun Life Assurance Company of Canada (U.S.)**  
**Memorandum of Variable Material**

Form Number: VA-LB3-2010

Revision Date: 7/6/10

Variability denoted by bracketing and annotation

#	Variable Field	Variable Description								
1	Sun Income Maximizer <sup>sm</sup> Plus	The current marketing name of the rider. The name may vary based on the product to which it is attached and to the extent there are future changes to the rider as noted in this statement.								
2	ten-year	The current Bonus Period is a ten-year period. In the future the bonus period may range from one to fifty year period.								
3	59	The current age measure for the rider Coverage Date is age 59. In the future, the age may range from 40 to 95.								
4	Quarter	The frequency used to determine the rider period. In the future, the frequency may range from Day, Month to Year.								
5	three-month	The definition of Quarter. If in the future the frequency changes to Day, then the definition will display as one-day. If in the future the frequency changes to Month, then the definition will display as one-month. If in the future the frequency changes to Year, then the definition will display as twelve-month.								
6	<table border="1" style="margin-left: 20px;"> <tr> <td>[58 and younger</td> <td>[0%</td> </tr> <tr> <td>59 - 64</td> <td>[3%</td> </tr> <tr> <td>65 - 79</td> <td>4%</td> </tr> <tr> <td>80 and older]</td> <td>5%]</td> </tr> </table>	[58 and younger	[0%	59 - 64	[3%	65 - 79	4%	80 and older]	5%]	<p>Lifetime Withdrawal Percentages are determined based on the Owner's attained age at the time of their first withdrawal, other than an optional one-time access withdrawal. Each age has a corresponding Lifetime Withdrawal Percentage.</p> <p>Currently there are four tiers. In the future the number of tiers may vary from 1 to 20.</p> <p>Owner's Age range may range from 20 to 100. Lifetime Withdrawal Percentages may range from 0% to 10%.</p>
[58 and younger	[0%									
59 - 64	[3%									
65 - 79	4%									
80 and older]	5%]									
7	\$10,000,000	The current maximum Withdrawal Benefit Base allowed is \$10,000,000. In the future, the maximum may range from \$1M to \$20M.								
8	3%	The current Annual Increase Rate is 3%.In the future, this may range from 0.5% to 6%.								
9	10 <sup>th</sup>	Currently the 10 <sup>th</sup> Rider Anniversary is a measure used to effect the Benefit Enhancement. In the future, this may range from the 1 <sup>st</sup> to 20 <sup>th</sup> Rider Anniversary.								
10	70	Currently the Owner's age 70 is a measure used to effect the Benefit Enhancement. In the future, this may range from age 50 to 85.								
11	(a) [200%] (b) [200%] (c) [100%]	These are the current percentages applied to Purchase Payments used to determine Benefit Enhancement. In the future, these may range from 25% to 400%.								
12	\$50,000	Currently the maximum amount of additional purchase payments allowed in any given year \$50,000.In the future, this may range from \$1,000 to \$1M.								
13	8%	The current bonus percentage is 8%. In the future the percentage may range from 1% to 20%.								
14	end of that Rider Year	The time at which we apply the bonus to the Withdrawal Benefit Base. In the future this time may range from every second Account Year up to every tenth Account Year.								
15	8%	The percentage of the Bonus Base used in the calculation to determine if the step-up amount will apply. In the future, this percentage may range from 1% to 20%.								
16	President Name and Signature	This is the current President's name and signature and will change as the officer changes.								



## Statement of Variability

**Form #: FAIL-09**

**Revision Date: July 6, 2010**

Variability denoted by annotation and bracketing

#	Field	Explanation of Variability
1	86-8600-123456	The 12-digit Contract Number assigned to a new Contract.
2	Non-Qualified or Qualified	The source of money as indicated on the application determines the contract type as Non-Qualified or Qualified plan under IRS code section 401, 403(b) or 408A.
3	John J Doe	The Owner's name as completed on the application or the text "As Shown on Application".
4	Mary J Doe	The Annuitant's name as completed on the application or the text "As shown on Application".
5	and Covered Person	The text "Covered Person" appears when the Owner and Annuitant is not the same person.
6	35	The Owner's age as completed on the application. Minimum age of 18 and maximum of 90.
7	35	The youngest Annuitant's age as completed on the application. Minimum age is 18 and maximum is 90.
8	February 1, 2002	The date of coverage on which the Contract becomes effective.
9	February 1, 2003	The anniversary date is one calendar year from the date of coverage.
10	\$100,000	The initial payment amount is not less than the minimum of \$10,000; \$5,000 if an IRA nor more than the maximum of \$2,000,000.
11	\$10,000	The current Minimum Initial Purchase Payment Amount is \$10,000. This amount may vary between a minimum of \$1,000 and a maximum of \$25,000 or if an IRA the minimum under the IRS guidelines, currently \$5,000.
12	Option A	This product offers a client choice of additional interest via Option A or Option B. If Option A is elected then Option A will print otherwise Option B will print.
13	2% of any Net Payment	Option A allows 2% of any Net Payment. We reserve the right to change this percentage ranging from 0.5% to 5%.
14	2% of Owner's Account Value	Option A allows 2% of the Account Value. We reserve the right to change this percentage ranging from 0.5% to 5%.
15	Option B	This product offers a client choice of additional interest via Option A or Option B. If Option B is elected then Option B will print otherwise Option A will print.
16	5% of each Purchase Payment	Option B allows 5% of each Purchase Payment. We reserve the right to change this percentage ranging from 1% to 12%.
17	Susan J. Doe (Daughter)	The beneficiary name and relationship as completed on the application or the text "As shown on the Application".

#	Field	Explanation of Variability
18	July 1, 2061	The date on which annuity payments may begin. The Annuity Commencement Date is determined by the Owner and may not be later than their 95 <sup>th</sup> birthday.
19	1 Year	The Initial Guarantee Period Year(s) is dependant on the Owner's fixed fund selection(s). This may vary between 1 and 10 Years. If no fixed fund is selected then the text "Not Elected" will appear.
20	4.5%	The Guaranteed Interest Rate is dependant on the fixed fund(s) selected. The rate may vary between 0% and 20%. If no fixed fund is selected then "N/A" will appear.
21	1%	The Minimum Guarantee Interest Rate may vary between 1% and 3%.
22	0%	The Market Value Adjustment may vary between 0% and the Maximum of 0.25%.
23	\$0	The current fee per transfer is \$0. The fee may vary between a minimum of \$0 to a maximum of \$15.
23.1	1.70%	The current basic charge is currently 1.70%. In the future this may vary between 0.25% and 3%
24	1.70%	The maximum basic charge is currently 1.70%. In the future this may vary between 0.25% to 3%.
25	Optional Death Benefit Charge	Optional Death Benefits are available with this product for an additional cost. If an optional Death Benefit is elected then this section will appear otherwise it will not.
26	0.40%	The current charge for an optional Death Benefit is dependant of the option elected. This may vary between the current charge of 0.20% and 0.40%
27	0.40%	The maximum charge for optional Death Benefit is dependant on the option elected. This may vary between a maximum charge of 0.05% and 1%.
28	1.90%	The current Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 1.70% and 2.10%.
29	2.10%	The maximum Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 0.3% and 4%.
30	1.70%	The Total Annual Asset Charge After Annuity Commencement Date may vary between 0.3% and the current 4 %.
31	seven	The current annual asset charge is currently guaranteed for seven Account Years. This may vary between one and ten years.
32	Optional Living Benefit Rider Fee:	This heading will print only if a living benefit option is elected and will precede the rider.
33	Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter].  [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the [First] Account Anniversary as described in the Rider attached to your Contract.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
34	Last	The rider fee is deducted on the last valuation day of an Account Quarter. In the future this fee may be taken on the first valuation day of an Account Quarter.
35	Account Quarter	The Account Quarter is a three-month period beginning with the Contract's Date of Coverage. In the future we may use "Account Month" which is a one-month period beginning on the Contract's Date of Coverage, or "Account Year" which is a twelve-month period beginning on the Contract's Date of Coverage.
36	0.125%	The current fee for the Secured Returns for Life Plus rider is 0.125% This fee may vary between 0.0025% and 1%.
37	First	A Step Up election is allowed after the first Account Anniversary. This period may vary between the first Account Anniversary and the fifth Account Anniversary.
38	Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter].  [0.1875%] x Retirement Asset Protector Benefit Base, each Account Quarter.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
39	0.0875%	The current fee for the Retirement Asset Protector rider is 0.1875% and may vary between from 0.0025% and 1%.
40	Retirement Income Escalator II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
41	0.2375% for single life	If the Retirement Income Escalator II rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
42	0.2875% for joint life	If the Retirement Income Escalator II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
43	Income ON Demand II Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
44	0.1625% for single life	If the Income ON Demand II rider is elected then the current fee for the single life option is 0.1625%. This fee may vary between 0.0025% and 1%.
45	0.2875% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
46	Income ON Demand II Plus Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank

#	Field	Explanation of Variability
47	0.2375% for single life	If the Income ON Demand II Plus rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
48	0.2875% for joint life	If the Income ON Demand Plus II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 2%.
49	Income ON Demand II Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
50	0.2375% for single life	If the Income ON Demand II Escalator rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 2%.
51	0.2875% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 2%.
51.1	<b>Sun Income Riser III</b>	This optional rider will appear if elected by the client.
51.2	Initial Rider Fee Rate	The initial rider fee rate will vary based on the single or joint life coverage selected and the current fee rate at the time the rider is issued.  The initial rider fee rate for single life may vary between 0.0125% and 1.5%.  The initial rider fee rate for joint life may vary between 0.0125% and 1.5%.
51.3	Maximum Rider Fee Rate	The maximum rider fee rate may vary between 0.0125% and 1.5%. However, this rate is guaranteed and will not change after the rider is issued. Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change to the maximum rider fee rate would apply to new issues on a going forward basis only.
51.4	Income ON Demand III Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
51.5	0.275% for single life	If the Income On Demand III E rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.
51.6	0.325% for joint life	If the Income On Demand III E rider is elected then the current fee for the joint life option is 0.3255%. This fee may vary between 0.0025% and 1%.



#	Field	Explanation of Variability
56	Retirement Income Escalator II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
57	Income ON Demand II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
58	Income ON Demand II Plus Rider Date	If the rider is elected then this section and the corresponding Rider Date is printed otherwise this section is blank
59	Income ON Demand II Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
59.1	<b>Sun Income Rider III</b> Rider Date	If the rider is elected, then this section and the corresponding Rider Date are printed otherwise this section is blank0
59.2	Income ON Demand III Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed other this section is blank
59.3	<b>Sun Income Maximizer</b> Rider Date	If the rider is elected, then this section and the corresponding Rider Date are printed otherwise this section is blank
59.4	<b>Sun Income Maximizer Plus</b> Rider Date	If the rider is elected, then this section and the corresponding Rider Date are printed otherwise this section is blank
60	Not Elected	Optional death benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected death benefit and its corresponding description is printed. See # below.
61	Maximum Account Anniversary Value Benefit ("MAV")  The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81 <sup>st</sup> birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.	If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
62	<p data-bbox="337 222 781 285">5% Minimum Guarantee Benefit ("5% MB")</p> <p data-bbox="337 317 821 653">The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80<sup>th</sup> birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.</p> <p data-bbox="337 684 816 716">What are Adjusted Purchase Payments?</p> <p data-bbox="337 747 816 894">Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p>	<p data-bbox="854 222 1433 285">If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
63	<p>Earnings Enhancement Benefit Premier (“EEB Premier”)</p> <p>The Basic Death Benefit plus  If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85<sup>th</sup> birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85<sup>th</sup> birthday will proportionally reduce the EEB Premier amount. Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p> <p>What are adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
64	<p>Earnings Enhancement Benefit Premier Plus (“EEB Premier Plus”)</p> <p>The Basic Death Benefit plus  If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.  Or  If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85<sup>th</sup> birthday will proportionally reduce the EEB Premier Plus amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
65	<p>Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81<sup>st</sup> birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85<sup>th</sup> birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85<sup>th</sup> birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>
66	<p>Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80<sup>th</sup> birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")</p> <p style="text-align: center;">Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85<sup>th</sup> birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85<sup>th</sup> birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	

#	Field	Explanation of Variability
67	<p>What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?</p> <p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.</p>	<p>If an optional death benefit is elected then this section is printed otherwise this section is blank. <b>If the Maximum Account Anniversary Value (MAV) benefit is elected then the following text will be suppressed:</b></p> <p><b>If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage.</b></p>
68	<ul style="list-style-type: none"> <li>*AllianceBernstein VPS Balanced Wealth Strategy Portfolio</li> <li>AllianceBernstein VPS International Growth Fund</li> <li>*BlackRock Global Allocation VI Fund</li> <li>Columbia Marsico 21<sup>st</sup> Century Fund, Variable Series</li> <li>Columbia Marsico Growth Fund, Variable Series</li> <li>Columbia Marsico International Opportunities Fund, Variable Series</li> <li>*Fidelity VIP Balanced Portfolio</li> <li>Fidelity VIP Contrafund Portfolio</li> <li>*Fidelity VIP Freedom 2015 Portfolio</li> <li>*Fidelity VIP Freedom 2020 Portfolio</li> <li>Fidelity VIP Mid Cap Portfolio</li> <li>First Eagle Overseas Variable Fund</li> <li>Franklin Income Securities Fund</li> <li>Franklin Small Cap Value Securities Fund</li> <li>Franklin Strategic Income Securities Fund</li> <li>Lazard Retirement Emerging Markets Equity Portfolio</li> <li>Lord Abbett Series All Value Portfolio</li> <li>Lord Abbett Series Fund Growth</li> </ul>	<p>The current list of available investment options.</p>

#	Field	Explanation of Variability
	<p> Oppportunities Portfolio  MFS Bond Portfolio  MFS Core Equity Portfolio  MFS Emerging Markets Portfolio  MFS Government Securities Portfolio  MFS International Growth Portfolio  MFS International Value Portfolio  MFS Research International Portfolio  *MFS Total Return Portfolio  MFS Utilities Portfolio  MFS Value Portfolio  Mutual Shares Securities Fund  Oppenheimer Capital Appreciation Fund/VA  Oppenheimer Global Securities Fund/VA  PIMCO VIT CommodityRealReturn Strategy Portfolio  PIMCO VIT Global Multi-Asset Portfolio Advisor Class  PIMCO VIT Emerging Markets Bond Portfolio  SC AIM Small Cap Growth Fund  SC AllianceBernstein International Value Fund  SC BlackRock Inflation Protected Bond Fund  SC Davis Venture Value Fund  SC Dreman Small Cap Value Fund  SC Goldman Sachs Mid Cap Value Fund  SC Goldman Sachs Short Duration Fund  *SC Ibbotson Moderate Fund  *SC Ibbotson Balanced Fund  *SC Ibbotson Growth Fund  SC Lord Abbett Growth &amp; Income Fund  SC Oppenheimer Large Cap Core Fund  SC Oppenheimer Main Street Small Cap Fund  SC PIMCO High Yield Fund  SC PIMCO Total Return Fund  SC WMC Blue Chip Mid Cap Fund  SC WMC Large Cap Growth Fund  Sun Capital Global Real Estate Fund  Sun Capital Investment Grade Bond Fund  Sun Capital Money Market Fund  Templeton Growth Securities Fund  Van Kampen LIT Comstock  *Van Kampen's UIF Equity &amp; Income Portfolio  Van Kampen's UIF Mid Cap Growth Portfolio  Van Kampen's UIF Mid Cap Value Portfolio  * Designated Funds </p>	

#	Field	Explanation of Variability
69	AllianceBernstein VPS Balanced Wealth Strategy Portfolio BlackRock Global Allocation VI Fund Fidelity VIP Balanced Portfolio Fidelity VIP Freedom 2015 Portfolio Fidelity VIP Freedom 2020 Portfolio MFS Total Return Portfolio SC Ibbotson Balanced Fund SC Ibbotson Growth Fund SC Ibbotson Moderate Fund Van Kampen's UIF Equity and Income Portfolio	The current list of available asset allocations.

## Statement of Variability

**Form #: FIII-09**

**Revision Date: July 6, 2010**

Variability denoted by annotation and bracketing

#	Field	Explanation of Variability
1	86-8600-123456	The 12-digit Contract Number assigned to a new Contract.
2	Non-Qualified or Qualified	The source of money as indicated on the application determines the contract type as Non-Qualified or Qualified plan under IRS code section 401, 403(b) or 408A.
3	John J Doe	The Owner's name as completed on the application or the text "As Shown on Application".
4	Mary J Doe	The Annuitant's name as completed on the application or the text "As shown on Application".
5	and Covered Person	The text "Covered Person" appears when the Owner and Annuitant is not the same person.
6	35	The Owner's age as completed on the application. Minimum age of 18 and maximum of 95.
7	35	The youngest Annuitant's age as completed on the application. Minimum age is 18 and maximum is 95.
8	February 1, 2002	The date of coverage on which the Contract becomes effective.
9	February 1, 2003	The anniversary date is one calendar year from the date of coverage.
10	\$100,000	The initial payment amount is not less than the minimum of \$10,000; \$5,000 if an IRA nor more than the maximum of \$2,000,000.
11	\$20,000	The current Minimum Initial Purchase Payment Amount is \$20,000. This amount may vary between a minimum of \$1,000 and a maximum of \$25,000 or if an IRA the minimum under the IRS guidelines, currently \$5,000.
12	Susan J. Doe (Daughter)	The beneficiary name and relationship as completed on the application or the text "As shown on the Application".
13	July 1, 2061	The date on which annuity payments may begin. The Annuity Commencement Date is determined by the Owner and may not be later than their 95 <sup>th</sup> birthday.
14	1 Year	The Initial Guarantee Period Year(s) is dependant on the Owner's fixed fund selection(s). This may vary between 1 and 10 Years. If no fixed fund is selected then the text "Not Elected" will appear.
15	4.5%	The Guaranteed Interest Rate is dependant on the fixed fund(s) selected. The rate may vary between 0% and 20%. If no fixed fund is selected then "N/A" will appear.
16	1%	The Minimum Guarantee Interest Rate may vary between 1% and 3%.
17	0%	The Market Value Adjustment may vary between 0% and the Maximum of 0.25%.
18	\$0	The current fee per transfer is \$0. The fee may vary between a minimum of \$0 to a maximum of \$15.

#	Field	Explanation of Variability
18.1	0.65%	The current basic charge is currently 0.65%. In the future this may vary between 0.25% and 3%
19	1.70%	The maximum basic charge is currently 1.70%. In the future this may range from 0.25% to 3%.
20	Optional Death Benefit Charge	Optional Death Benefits are available with this product for an additional cost. If an optional Death Benefit is elected then this section will appear otherwise it will not.
21	0.40%	The current charge for an optional Death Benefit is dependant of the option elected. This may range from a current charge of 0.20% to 0.40%
22	0.40%	The maximum charge for optional Death Benefit is dependant on the option elected. This may range from a maximum charge of 0.05% to 1%.
23	1.90%	The current Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may range from 1.70% to 2.10%.
24	2.10%	The maximum Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may range from 0.3% to 4%.
25	1.70%	The Total Annual Asset Charge After Annuity Commencement Date may range from 25% to 3%.
26	seven	The current annual asset charge is currently guaranteed for seven Account Years. This may range from 1 to 10 years.
27	Optional Living Benefit Rider Fee:	This heading will print only if a living benefit option is elected and will precede the rider.
28	Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter].  [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the [First] Account Anniversary as described in the Rider attached to your Contract.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
29	Last	The rider fee is deducted on the last valuation day of an Account Quarter. In the future this fee may be taken on the first valuation day of an Account Quarter.
30	Account Quarter	The Account Quarter is a three-month period beginning with the Contract's Date of Coverage. In the future we may use "Account Month" which is a one-month period beginning on the Contract's Date of Coverage, or "Account Year" which is a twelve-month period beginning on the Contract's Date of Coverage.
31	0.125%	The current fee for the Secured Returns for Life Plus rider is 0.125% This fee may vary between 0.0025% and 1%.
32	First	A Step Up election is allowed after the first Account Anniversary. This period may vary between the first Account Anniversary and the fifth Account Anniversary.

#	Field	Explanation of Variability
33	Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter].  [0.1875%] x Retirement Asset Protector Benefit Base, each Account Quarter.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
34	0.1875%	The current fee for the Retirement Asset Protector rider is 0.1875% and may vary between from 0.0025% and 1%.
35	Retirement Income Escalator II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
36	0.2375% for single life	If the Retirement Income Escalator II rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 2%.
37	0.2875% for joint life	If the Retirement Income Escalator II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 2%.
38	Income ON Demand II Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
39	0.1625% for single life	If the Income ON Demand II rider is elected then the current fee for the single life option is 0.1625%. This fee may vary between 0.0025% and 1%.
40	0.2125% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2125%. This fee may vary between 0.0025% and 1%.
41	Income ON Demand II Plus Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
42	0.2375% for single life	If the Income ON Demand II Plus rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
43	0.2875% for joint life	If the Income ON Demand Plus II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
44	Income ON Demand II Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
45	0.2375% for single life	If the Income ON Demand II Escalator rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
46	0.2875% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.

#	Field	Explanation of Variability
46.1	<b>Sun Income Riser III</b>	This optional rider will appear if elected by the client.
46.2	Initial Rider Fee Rate	<p>The initial rider fee rate will vary based on the single or joint life coverage selected and the current fee rate at the time the rider is issued.</p> <p>The initial rider fee rate for single life may vary between 0.0125% and 1.5%.</p> <p>The initial rider fee rate for joint life may vary between 0.0125% and 1.5%.</p>
46.3	Maximum Rider Fee Rate	The maximum rider fee rate may vary between 0.0125% and 1.5%. However, this rate is guaranteed and will not change after the rider is issued. Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change to the maximum rider fee rate would apply to new issues on a going forward basis only.
46.4	Income ON Demand III Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
46.5	0.275% for single life	If the Income On Demand III E rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.
46.6	0.325% for joint life	If the Income On Demand III E rider is elected then the current fee for the joint life option is 0.325%. This fee may vary between 0.0025% and 1%.
47	The greatest if 1, 2, or 3 ... "Amount of Death Benefit" provision.	<p>If the age of the Covered Person is 85 or younger then the following text will appear "The greatest of 1, 2 or 3 shown in the "Amount of Death Benefit" provision".</p> <p>If the age of the Covered Person is 86 or older then the following text will appear "The value in 2 as shown in the "Amount of Death Benefit" provision".</p>
48	Not Elected	Optional living benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected living benefit and reference to the corresponding rider is printed. See # below.
49	Secured Returns for Life Plus See description in Secured Returns for Life Plus Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
50	Retirement Asset Protector See description in Retirement Asset Protector Rider attached to the Contract.	If the benefit is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
51	Retirement Income Escalator II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
52	Income ON Demand II Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
53	Income ON Demand II Plus Rider Date	If the rider is elected then this section and the corresponding Rider Date is printed otherwise this section is blank

#	Field	Explanation of Variability
54	Income ON Demand II Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed otherwise this section is blank.
54.1	<b>Sun Income Rider III</b> Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed other this section is blank
54.2	Income ON Demand III Escalator Rider Date	If the rider is elected then this section and the corresponding Rider Date are printed other this section is blank
55	Not Elected	Optional death benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected death benefit and its corresponding description is printed. See # below.
56	Maximum Account Anniversary Value Benefit ("MAV")  The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81 <sup>st</sup> birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.	If the benefit is elected then this section is printed otherwise this section is blank.
57	5% Minimum Guarantee Benefit ("5% MB")  The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80 <sup>th</sup> birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.  What are Adjusted Purchase Payments?  Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.	If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
58	<p>Earnings Enhancement Benefit Premier (“EEB Premier”)</p> <p>The Basic Death Benefit plus  If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85<sup>th</sup> birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85<sup>th</sup> birthday will proportionally reduce the EEB Premier amount. Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p> <p>What are adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
59	<p>Earnings Enhancement Benefit Premier Plus (“EEB Premier Plus”)</p> <p>The Basic Death Benefit plus  If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.  Or  If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85<sup>th</sup> birthday will proportionally reduce the EEB Premier Plus amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
60	<p>Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81<sup>st</sup> birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")</p> <p>Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p>Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85<sup>th</sup> birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85<sup>th</sup> birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>
61	<p>Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80<sup>th</sup> birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")</p> <p style="text-align: center;">Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85<sup>th</sup> birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85<sup>th</sup> birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	

#	Field	Explanation of Variability
62	<p>What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?</p> <p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.</p>	<p>If an optional death benefit is elected then this section is printed otherwise this section is blank. <a href="#">If the Maximum Account Anniversary Value (MAV) benefit is elected then the following text will be suppressed:</a></p> <p><a href="#">If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage.</a></p>
63	<ul style="list-style-type: none"> <li>*AllianceBernstein VPS Balanced Wealth Strategy Portfolio</li> <li>AllianceBernstein VPS International Growth Fund</li> <li>*BlackRock Global Allocation VI Fund</li> <li>Columbia Marsico 21<sup>st</sup> Century Fund, Variable Series</li> <li>Columbia Marsico Growth Fund, Variable Series</li> <li>Columbia Marsico International Opportunities Fund, Variable Series</li> <li>*Fidelity VIP Balanced Portfolio</li> <li>Fidelity VIP Contrafund Portfolio</li> <li>*Fidelity VIP Freedom 2015 Portfolio</li> <li>*Fidelity VIP Freedom 2020 Portfolio</li> <li>Fidelity VIP Mid Cap Portfolio</li> <li>First Eagle Overseas Variable Fund</li> <li>Franklin Income Securities Fund</li> <li>Franklin Small Cap Value Securities Fund</li> <li>Franklin Strategic Income Securities Fund</li> <li>Lazard Retirement Emerging Markets Equity Portfolio</li> <li>Lord Abbett Series All Value Portfolio</li> <li>Lord Abbett Series Fund Growth</li> </ul>	<p>The current list of available investment options.</p>

#	Field	Explanation of Variability
	<p> Opportunities Portfolio  MFS Bond Portfolio  MFS Core Equity Portfolio  MFS Emerging Markets Portfolio  MFS Government Securities Portfolio  MFS International Growth Portfolio  MFS International Value Portfolio  MFS Research International Portfolio  *MFS Total Return Portfolio  MFS Utilities Portfolio  MFS Value Portfolio  Mutual Shares Securities Fund  Oppenheimer Capital Appreciation Fund/VA  Oppenheimer Global Securities Fund/VA  PIMCO VIT CommodityRealReturn Strategy Portfolio  PIMCO VIT Global Multi-Asset Portfolio Advisor Class  PIMCO VIT Emerging Markets Bond Portfolio  SC AIM Small Cap Growth Fund  SC AllianceBernstein International Value Fund  SC BlackRock Inflation Protected Bond Fund  SC Davis Venture Value Fund  SC Dreman Small Cap Value Fund  SC Goldman Sachs Mid Cap Value Fund  SC Goldman Sachs Short Duration Fund  *SC Ibbotson Moderate Fund  *SC Ibbotson Balanced Fund  *SC Ibbotson Growth Fund  SC Lord Abbett Growth &amp; Income Fund  SC Oppenheimer Large Cap Core Fund  SC Oppenheimer Main Street Small Cap Fund  SC PIMCO High Yield Fund  SC PIMCO Total Return Fund  SC WMC Blue Chip Mid Cap Fund  SC WMC Large Cap Growth Fund  Sun Capital Global Real Estate Fund  Sun Capital Investment Grade Bond Fund  Sun Capital Money Market Fund  Templeton Growth Securities Fund  Van Kampen LIT Comstock  *Van Kampen's UIF Equity &amp; Income Portfolio  Van Kampen's UIF Mid Cap Growth Portfolio  Van Kampen's UIF Mid Cap Value Portfolio  * Designated Funds </p>	

#	Field	Explanation of Variability
64	AllianceBernstein VPS Balanced Wealth Strategy Portfolio BlackRock Global Allocation VI Fund Fidelity VIP Balanced Portfolio Fidelity VIP Freedom 2015 Portfolio Fidelity VIP Freedom 2020 Portfolio MFS Total Return Portfolio SC Ibbotson Balanced Fund SC Ibbotson Growth Fund SC Ibbotson Moderate Fund Van Kampen's UIF Equity and Income Portfolio	The current list of available asset allocations.

## Statement of Variability

**Form #: RCHII-09**

**Revision Date: July 6, 2010**

Variability denoted by annotation and bracketing

#	Field	Explanation of Variability
1	86-8600-123456	The 12-digit Contract Number assigned to a new Contract.
2	Non-Qualified or Qualified	The source of money as indicated on the application determines the contract type as Non-Qualified or Qualified plan under IRS code section 401, 403(b) or 408A.
3	John J Doe	The Owner's name as completed on the application or the text "As Shown on Application".
4	Mary J Doe	The Annuitant's name as completed on the application or the text "As shown on Application".
5	and Covered Person	The text "Covered Person" appears when the Owner and Annuitant is not the same person.
6	35	The Owner's age as completed on the application. Minimum age of 18 and maximum of 90.
7	35	The youngest Annuitant's age as completed on the application. Minimum age is 18 and maximum is 90.
8	February 1, 2002	The date of coverage on which the Contract becomes effective.
9	February 1, 2003	The anniversary date is one calendar year from the date of coverage.
10	\$100,000	The initial payment amount is not less than the minimum of \$10,000; \$5,000 if an IRA nor more than the maximum of \$2,000,000.
11	\$10,000	The current Minimum Initial Purchase Payment Amount is \$10,000. This amount may vary between a minimum of \$1,000 and a maximum of \$25,000 or if an IRA the minimum under the IRS guidelines, currently \$5,000.
12	Susan J. Doe (Daughter)	The beneficiary name and relationship as completed on the application or the text "As shown on the Application".
13	July 1, 2061	The date on which annuity payments may begin. The Annuity Commencement Date is determined by the Owner and may not be later than their 95 <sup>th</sup> birthday.
14	1 Year	The Initial Guarantee Period Year(s) is dependant on the Owner's fixed fund selection(s). This may vary between 1 and 10 Years. If no fixed fund is selected then the text "Not Elected" will appear.
15	4.5%	The Guaranteed Interest Rate is dependant on the fixed fund(s) selected. The rate may vary between 0% and 20%. If no fixed fund is selected then "N/A" will appear.
16	1%	The Minimum Guarantee Interest Rate may vary between 1% and 3%.
17	0%	The Market Value Adjustment may vary between 0% and the Maximum of 0.25%.
18	\$0	The current fee per transfer is \$0. The fee may vary between a minimum of \$0 to a maximum of \$15.
18.1	1.35%	The current basic charge is currently 1.35%. In the

#	Field	Explanation of Variability
		future this may vary between 0.25% and 3%
19	1.35%	The maximum basic charge is currently 1.35%. In the future this may vary between 0.25% to 3%.
20	Optional Death Benefit Charge	Optional Death Benefits are available with this product for an additional cost. If an optional Death Benefit is elected then this section will appear otherwise it will not.
21	0.40%	The current charge for an optional Death Benefit is dependant of the option elected. This may vary between the current charge of 0.20% and 0.40%
22	0.40%	The maximum charge for optional Death Benefit is dependant on the option elected. This may vary between a maximum charge of 0.05% and 1%.
23	1.55%	The current Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 1.35% and 1.75%.
24	1.75%	The maximum Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may vary between 0.30% and 4%.
25	1.35%	The Total Annual Asset Charge After Annuity Commencement Date may vary between 0.25% and the 3%.
26	seven	The current annual asset charge is currently guaranteed for seven Account Years. This may vary between one and ten years.
27	Optional Living Benefit Rider Fee:	This heading will print only if a living benefit option is elected and will precede the rider.
28	Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter].  [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the [First] Account Anniversary as described in the Rider attached to your Contract.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
29	Last	The rider fee is deducted on the last valuation day of an Account Quarter. In the future this fee may be taken on the first valuation day of an Account Quarter.
30	Account Quarter	The Account Quarter is a three-month period beginning with the Contract's Date of Coverage. In the future we may use "Account Month" which is a one-month period beginning on the Contract's Date of Coverage, or "Account Year" which is a twelve-month period beginning on the Contract's Date of Coverage.
31	0.125%	The current fee for the Secured Returns for Life Plus rider is 0.125% This fee may vary between 0.0025% and 1%.
32	First	A Step Up election is allowed after the first Account Anniversary. This period may vary between the first Account Anniversary and the fifth Account Anniversary.
33	Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is

#	Field	Explanation of Variability
	on the [last] Valuation Day of an [Account Quarter].  [0.1875%] x Retirement Asset Protector Benefit Base, each Account Quarter.	blank.
34	0.1875%	The current fee for the Retirement Asset Protector rider is 0.1875% and may vary between from 0.0025% and 1%.
35	Retirement Income Escalator II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
36	0.2375% for single life	If the Retirement Income Escalator II rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
37	0.2875% for joint life	If the Retirement Income Escalator II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
38	Income ON Demand II Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
39	0.1625% for single life	If the Income ON Demand II rider is elected then the current fee for the single life option is 0.1625%. This fee may vary between 0.0025% and 1%.
40	0.2125% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2125%. This fee may vary between 0.0025% and 1%.
41	Income ON Demand II Plus Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
42	0.2375% for single life	If the Income ON Demand II Plus rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
43	0.2875% for joint life	If the Income ON Demand Plus II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
44	Income ON Demand II Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not else to purchase. If the benefit is elected then this section is printed otherwise this section is blank
45	0.2375% for single life	If the Income ON Demand II Escalator rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
46	0.2875% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
46.1	<b>Sun Income Riser III</b>	This optional rider will appear if elected by the client.
46.2	<b>Initial Rider Fee Rate</b>	The initial rider fee rate will vary based on the single or joint life coverage selected and the current fee rate at the time the rider is issued.

#	Field	Explanation of Variability
		<p>The initial rider fee rate for single life may vary between 0.0125% and 1.5%.</p> <p>The initial rider fee rate for joint life may vary between 0.0125% and 1.5%.</p>
46.3	Maximum Rider Fee Rate	The maximum rider fee rate may vary between 0.0125% and 1.5%. However, this rate is guaranteed and will not change after the rider is issued. Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change to the maximum rider fee rate would apply to new issues on a going forward basis only.
47	The greatest if 1, 2, or 3 ... "Amount of Death Benefit" provision.	If the age of the Covered Person is 85 or younger then the following text will appear "The greatest of 1, 2 or 3 shown in the "Amount of Death Benefit" provision". If the age of the Covered Person is 86 or older then the following text will appear "The value in 2 as shown in the "Amount of Death Benefit" provision".
47.1	Sun Income Riser Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
47.2	0.275% for single life	If the Sun Income Riser rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.
47.3	0.325% for joint life	If the Sun Income Riser rider is elected then the current fee for the joint life option is 0.325%. This fee may vary between 0.0025% and 1%.
47.4	Income ON Demand III Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
47.5	0.275% for single life	If the Income On Demand III E rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.
47.6	0.325% for joint life	If the Income On Demand III E rider is elected then the current fee for the joint life option is 0.325%. This fee may vary between 0.0025% and 1%.
47.7	<p><b>Sun Income Maximizer</b></p> <p>Initial Rider Fee Rate</p> <p>Maximum Rider Fee Rate</p>	<p>This optional rider will appear if elected by the client.</p> <p>The initial rider fee rate will vary based on the single or joint life coverage selected and the current fee rate at the time the rider is issued.</p> <p>The initial rider fee rate for single life may vary between 0.0125% and 1.5%.</p> <p>The initial rider fee rate for joint life may vary between 0.0125% and 1.5%.</p> <p>The maximum rider fee rate may vary between 0.0125% and 1.5%. However, this rate is guaranteed and will not change after the rider is issued. Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change to the</p>



#	Field	Explanation of Variability
55	Not Elected	Optional death benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected death benefit and its corresponding description is printed. See # below.
56	<p>Maximum Account Anniversary Value Benefit ("MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81<sup>st</sup> birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.</p>	If the benefit is elected then this section is printed otherwise this section is blank.
57	<p>5% Minimum Guarantee Benefit ("5% MB")</p> <p>The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80<sup>th</sup> birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p>	If the benefit is elected then this section is printed otherwise this section is blank.
58	<p>Earnings Enhancement Benefit Premier ("EEB Premier")</p> <p>The Basic Death Benefit plus  If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.  Or  If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary</p>	If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
	<p>following the Covered Person's 85<sup>th</sup> birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85<sup>th</sup> birthday will proportionally reduce the EEB Premier amount. Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p> <p>What are adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p>	
59	<p>Earnings Enhancement Benefit Premier Plus ("EEB Premier Plus")</p> <p>The Basic Death Benefit plus  If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.  Or  If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner's Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85th</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85<sup>th</sup> birthday will proportionally reduce the EEB Premier Plus amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	
60	<p>Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81<sup>st</sup> birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")</p> <p style="text-align: center;">Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85<sup>th</sup> birthday, the EEB Premier Amount will be established as if the Covered Person</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85<sup>th</sup> birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	
61	<p>Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")</p> <p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows:</p> <p>Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80<sup>th</sup> birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")</p> <p style="text-align: center;">Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85<sup>th</sup> birthday, the EEB Premier amount will be established as if the</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85<sup>th</sup> birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	
62	<p>What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?</p> <p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.</p>	<p>If an optional death benefit is elected then this section is printed otherwise this section is blank. <b>If the Maximum Account Anniversary Value (MAV) benefit is elected then the following text will be suppressed:</b>  <b>If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage.</b></p>
63	*AllianceBernstein VPS Balanced Wealth Strategy Portfolio	The current list of available investment options.

#	Field	Explanation of Variability
	AllianceBernstein VPS International Growth Fund *BlackRock Global Allocation VI Fund Columbia Marsico 21 <sup>st</sup> Century Fund, Variable Series Columbia Marsico Growth Fund, Variable Series Columbia Marsico International Opportunities Fund, Variable Series *Fidelity VIP Balanced Portfolio Fidelity VIP Contrafund Portfolio *Fidelity VIP Freedom 2015 Portfolio *Fidelity VIP Freedom 2020 Portfolio Fidelity VIP Mid Cap Portfolio First Eagle Overseas Variable Fund Franklin Income Securities Fund Franklin Small Cap Value Securities Fund Franklin Strategic Income Securities Fund Lazard Retirement Emerging Markets Equity Portfolio Lord Abbett Series All Value Portfolio Lord Abbett Series Fund Growth Opportunities Portfolio MFS Bond Portfolio MFS Core Equity Portfolio MFS Emerging Markets Portfolio MFS Government Securities Portfolio MFS International Growth Portfolio MFS International Value Portfolio MFS Research International Portfolio *MFS Total Return Portfolio MFS Utilities Portfolio MFS Value Portfolio Mutual Shares Securities Fund Oppenheimer Capital Appreciation Fund/VA Oppenheimer Global Securities Fund/VA PIMCO VIT CommodityRealReturn Strategy Portfolio PIMCO VIT Global Multi-Asset Portfolio Advisor Class PIMCO VIT Emerging Markets Bond Portfolio SC AIM Small Cap Growth Fund SC AllianceBernstein International Value Fund SC BlackRock Inflation Protected Bond Fund SC Davis Venture Value Fund SC Dreman Small Cap Value Fund SC Goldman Sachs Mid Cap Value Fund SC Goldman Sachs Short Duration Fund *SC Ibbotson Moderate Fund *SC Ibbotson Balanced Fund	

#	Field	Explanation of Variability
	*SC Ibbotson Growth Fund SC Lord Abbett Growth & Income Fund SC Oppenheimer Large Cap Core Fund SC Oppenheimer Main Street Small Cap Fund SC PIMCO High Yield Fund SC PIMCO Total Return Fund SC WMC Blue Chip Mid Cap Fund SC WMC Large Cap Growth Fund Sun Capital Global Real Estate Fund Sun Capital Investment Grade Bond Fund Sun Capital Money Market Fund Templeton Growth Securities Fund Van Kampen LIT Comstock *Van Kampen's UIF Equity & Income Portfolio Van Kampen's UIF Mid Cap Growth Portfolio Van Kampen's UIF Mid Cap Value Portfolio * Designated Funds	
64	AllianceBernstein VPS Balanced Wealth Strategy Portfolio BlackRock Global Allocation VI Fund Fidelity VIP Balanced Portfolio Fidelity VIP Freedom 2015 Portfolio Fidelity VIP Freedom 2020 Portfolio MFS Total Return Portfolio SC Ibbotson Balanced Fund SC Ibbotson Growth Fund SC Ibbotson Moderate Fund Van Kampen's UIF Equity and Income Portfolio	The current list of available asset allocations.

## Statement of Variability

**Form #: RFFII-09**

**Revision Date: July 6, 2010**

Variability denoted by annotation and bracketing

#	Field	Explanation of Variability
1	86-8600-123456	The 12-digit Contract Number assigned to a new Contract.
2	Non-Qualified or Qualified	The source of money as indicated on the application determines the contract type as Non-Qualified or Qualified plan under IRS code section 401, 403(b) or 408A.
3	John J Doe	The Owner's name as completed on the application or the text "As Shown on Application".
4	Mary J Doe	The Annuitant's name as completed on the application or the text "As shown on Application".
5	and Covered Person	The text "Covered Person" appears when the Owner and Annuitant is not the same person.
6	35	The Owner's age as completed on the application. Minimum age of 18 and maximum of 90.
7	35	The youngest Annuitant's age as completed on the application. Minimum age is 18 and maximum is 90.
8	February 1, 2002	The date of coverage on which the Contract becomes effective.
9	February 1, 2003	The anniversary date is one calendar year from the date of coverage.
10	\$100,000	The initial payment amount is not less than the minimum of \$10,000; \$5,000 if an IRA nor more than the maximum of \$2,000,000.
11	\$10,000	The current Minimum Initial Purchase Payment Amount is \$10,000. This amount may vary between a minimum of \$1,000 and a maximum of \$25,000 or if an IRA the minimum under the IRS guidelines, currently \$5,000.
12	Susan J. Doe (Daughter)	The beneficiary name and relationship as completed on the application or the text "As shown on the Application".
13	July 1, 2061	The date on which annuity payments may begin. The Annuity Commencement Date is determined by the Owner and may not be later than their 95 <sup>th</sup> birthday.
14	1 Year	The Initial Guarantee Period Year(s) is dependant on the Owner's fixed fund selection(s). This may vary between 1 and 10 Years. If no fixed fund is selected then the text "Not Elected" will appear.
15	4.5%	The Guaranteed Interest Rate is dependant on the fixed fund(s) selected. The rate may vary between 0% and 20%. If no fixed fund is selected then "N/A" will appear.
16	1%	The Minimum Guarantee Interest Rate may vary between 1% and 3%.
17	0%	The Market Value Adjustment may vary between 0% and the Maximum of 0.25%.
18	\$0	The current fee per transfer is \$0. The fee may vary between a minimum of \$0 to a maximum of \$15.

#	Field	Explanation of Variability
18.1	1.65%	The current basic charge is currently 1.65%. In the future this may vary between 0.25% and 3%
19	1.65%	The maximum basic charge is currently 1.65%. In the future this may range from 0.25% to 3%.
20	Optional Death Benefit Charge	Optional Death Benefits are available with this product for an additional cost. If an optional Death Benefit is elected then this section will appear otherwise it will not.
21	0.40%	The current charge for an optional Death Benefit is dependant of the option elected. This may range from a current charge of 0.20% to 0.40%
22	0.40%	The maximum charge for optional Death Benefit is dependant on the option elected. This may range from a maximum charge of 0.05% to 1%.
23	1.85%	The current Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may range from 1.65% to 2.05%.
24	2.05%	The maximum Total Annual Asset Charges is dependant on the election of an optional Death Benefit. This may range from 0.03% to 4%.
25	1.65%	The Total Annual Asset Charge After Annuity Commencement Date may range from 0.25% and 3%.
26	four	The current annual asset charge is currently guaranteed for seven Account Years. This may range from 1 to 10 years.
27	Optional Living Benefit Rider Fee:	This heading will print only if a living benefit option is elected and will precede the rider.
28	Secured Returns for Life Plus In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter].  [0.125%] x Accumulation Account Value. This fee may increase if the Step Up election is made following the [First] Account Anniversary as described in the Rider attached to your Contract.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
29	Last	The rider fee is deducted on the last valuation day of an Account Quarter. In the future this fee may be taken on the first valuation day of an Account Quarter.
30	Account Quarter	The Account Quarter is a three-month period beginning with the Contract's Date of Coverage. In the future we may use "Account Month" which is a one-month period beginning on the Contract's Date of Coverage, or "Account Year" which is a twelve-month period beginning on the Contract's Date of Coverage.
31	0.125%	The current fee for the Secured Returns for Life Plus rider is 0.125% This fee may vary between 0.0025% and 1%.
32	First	A Step Up election is allowed after the first Account Anniversary. This period may vary between the first Account Anniversary and the fifth Account Anniversary.

#	Field	Explanation of Variability
33	Retirement Asset Protector In addition to the above stated Annual Asset Charges this fee will be assessed on the [last] Valuation Day of an [Account Quarter].  [0.1875%] x Retirement Asset Protector Benefit Base, each Account Quarter.	This is an optional Living Benefit which the Owner may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank.
34	0.1875%	The current fee for the Retirement Asset Protector rider is 0.1875% and may vary between from 0.0025% and 1%.
35	Retirement Income Escalator II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
36	0.2375% for single life	If the Retirement Income Escalator II rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
37	0.2875% for joint life	If the Retirement Income Escalator II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
38	Income ON Demand II Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
39	0.1625% for single life	If the Income ON Demand II rider is elected then the current fee for the single life option is 0.1625%. This fee may vary between 0.0025% and 1%.
40	0.2125% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2125%. This fee may vary between 0.0025% and 1%.
41	Income ON Demand II Plus Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
42	0.2375% for single life	If the Income ON Demand II Plus rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
43	0.2875% for joint life	If the Income ON Demand Plus II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
44	Income ON Demand II Escalator Rider Fee Rate	This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank
45	0.2375% for single life	If the Income ON Demand II Escalator rider is elected then the current fee for the single life option is 0.2375%. This fee may vary between 0.0025% and 1%.
46	0.2875% for joint life	If the Income ON Demand II rider is elected then the current fee for the joint life option is 0.2875%. This fee may vary between 0.0025% and 1%.
46.1	<b>Sun Income Riser III</b>	<b>This optional rider will appear if elected by the client.</b>

#	Field	Explanation of Variability
46.2	Initial Rider Fee Rate	<p>The initial rider fee rate will vary based on the single or joint life coverage selected and the current fee rate at the time the rider is issued.</p> <p>The initial rider fee rate for single life may vary between 0.0125% and 1.5%.</p> <p>The initial rider fee rate for joint life may vary between 0.0125% and 1.5%.</p>
46.3	Maximum Rider Fee Rate	<p>The maximum rider fee rate may vary between 0.0125% and 1.5%. However, this rate is guaranteed and will not change after the rider is issued. Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change to the maximum rider fee rate would apply to new issues on a going forward basis only.</p>
46.4	Income ON Demand III Escalator Rider Fee Rate	<p>This is an optional living benefit rider which the client may or may not elect to purchase. If the benefit is elected then this section is printed otherwise this section is blank</p>
46.5	0.275% for single life	<p>If the Income On Demand III E rider is elected then the current fee for the single life option is 0.275%. This fee may vary between 0.0025% and 1%.</p>
46.6	0.325% for joint life	<p>If the Income On Demand III E rider is elected then the current fee for the joint life option is 0.3255%. This fee may vary between 0.0025% and 1%.</p>
46.7	<p><b>Sun Income Maximizer</b></p> <p>Initial Rider Fee Rate</p> <p>Maximum Rider Fee Rate</p>	<p>This optional rider will appear if elected by the client.</p> <p>The initial rider fee rate will vary based on the single or joint life coverage selected and the current fee rate at the time the rider is issued.</p> <p>The initial rider fee rate for single life may vary between 0.0125% and 1.5%.</p> <p>The initial rider fee rate for joint life may vary between 0.0125% and 1.5%.</p> <p>The maximum rider fee rate may vary between 0.0125% and 1.5%. However, this rate is guaranteed and will not change after the rider is issued. Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change to the maximum rider fee rate would apply to new issues on a going forward basis only.</p>



#	Field	Explanation of Variability
54.3	<b>Sun Income Maximizer</b> Rider Date	If the rider is elected, then this section and the corresponding Rider Date are printed otherwise this section is blank
54.4	<b>Sun Income Maximizer Plus</b> Rider Date	If the rider is elected, then this section and the corresponding Rider Date are printed otherwise this section is blank
55	Not Elected	Optional death benefits are available with this product for an additional cost. If no optional benefit is elected then the text "Not Elected" is printed otherwise the name of the elected death benefit and its corresponding description is printed. See # below.
56	Maximum Account Anniversary Value Benefit ("MAV")  The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81 <sup>st</sup> birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date.	If the benefit is elected then this section is printed otherwise this section is blank.
57	5% Minimum Guarantee Benefit ("5% MB")  The greater of the Basic Death Benefit and total Adjusted Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80 <sup>th</sup> birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier.  What are Adjusted Purchase Payments?  Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals as explained in the "Amount of Death Benefit" provision.	If the benefit is elected then this section is printed otherwise this section is blank.

#	Field	Explanation of Variability
58	<p>Earnings Enhancement Benefit Premier (“EEB Premier”)</p> <p>The Basic Death Benefit plus  If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 40% of adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85<sup>th</sup> birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85<sup>th</sup> birthday will proportionally reduce the EEB Premier amount. Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p> <p>What are adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net purchase payments that have been proportionally reduced by partial withdrawals as explained in the “Amount of Death Benefit” provision.</p> <p>* (In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payment calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
59	<p>Earnings Enhancement Benefit Premier Plus (“EEB Premier Plus”)</p> <p>The Basic Death Benefit plus  If the Covered Person is 69 or younger on the Open Date, 75% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 150% of Adjusted Purchase Payments*.  Or  If the Covered Person is between 70 and 79 years old on the Open Date, 35% of the excess of the Owner’s Account Value over Adjusted Purchase Payments, up to an amount no greater than 60% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person’s 85th birthday, the EEB Premier Plus amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier Plus amount for the duration of the Contract. Partial withdrawals after the Covered Person’s 85<sup>th</sup> birthday will proportionally reduce the EEB Premier Plus amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the “Amount of Death Benefit” provision.</p> <p>*(In determining 150% or 60% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
60	<p>Earnings Enhancement Benefit Premier with Maximum Account Anniversary Benefit ("EEB Premier with MAV")</p> <p>The greater of the Basic Death Benefit and the highest Owner's Account Value on any Account Anniversary prior to the Covered Person's 81<sup>st</sup> birthday, adjusted for any subsequent Purchase Payments and partial withdrawals made between such Account Anniversary and the Death Benefit Date ("MAV")</p> <p style="text-align: center;">Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the MAV) over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85<sup>th</sup> birthday, the EEB Premier Amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85<sup>th</sup> birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>
61	<p>Earnings Enhancement Benefit Premier with 5% Minimum Guarantee Benefit ("EEB Premier with 5% MB")</p>	<p>If the benefit is elected then this section is printed otherwise this section is blank.</p>

#	Field	Explanation of Variability
	<p>The greater of the Basic Death Benefit and total Purchase Payments plus interest accrued as follows: Interest will accrue on Purchase Payments and transfers allocated to the Variable Account while they remain in the Variable Account at 5% per year until the first day of the month following the Covered Person's 80<sup>th</sup> birthday or until the Adjusted Purchase Payments have doubled in amount, whichever is earlier ("5% MB")</p> <p style="text-align: center;">Plus</p> <p>If the Covered Person is 69 or younger on the Open Date, 45% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 100% of Adjusted Purchase Payments*.</p> <p style="text-align: center;">Or</p> <p>If the Covered Person is between 70 and 79 years old on the Open Date, 25% of the excess of the Owner's Account Value (before any adjustment for the ("5%MB") over Adjusted Purchase Payments, up to an amount no greater than 40% of Adjusted Purchase Payments*. On the Account Anniversary following the Covered Person's 85<sup>th</sup> birthday, the EEB Premier amount will be established as if the Covered Person died on that Account Anniversary. This amount will remain the EEB Premier amount for the duration of the Contract. Partial withdrawals after the Covered Person's 85<sup>th</sup> birthday will proportionally reduce the EEB Premier amount.</p> <p>What are Adjusted Purchase Payments?</p> <p>Adjusted Purchase Payments are Net Purchase Payments that have been proportionally reduced by partial withdrawals, as explained in the "Amount of Death Benefit" provision.</p> <p>*(In determining 100% or 40% of Adjusted Purchase Payments, any Purchase Payments made after the first Account Year and within twelve months prior to the date of death will be deducted from the Adjusted Purchase Payments calculation.)</p>	

#	Field	Explanation of Variability
62	<p>What benefit is payable under any Optional Death Benefit in the event the Covered Person's spouse chooses to continue the Contract after the Covered Person's death?</p> <p>If the spouse, as sole beneficiary of the Covered Person, chooses to continue this Contract after the Covered Person's death, the amount payable under any Death Benefit or Optional Death Benefit will be credited to the Owner's Account Value as of the Death Benefit Date. Thereafter, the Optional Death Benefit will continue in force and be payable upon the surviving spouse's death. For purposes of calculating the benefit upon the surviving spouse's death, the Owner's Account Value on the original Covered Person's Death Benefit Date (inclusive of any Death Benefit amount increases) will be considered the initial Net Purchase Payment. If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage. If the surviving spouse was 80 or older on the Date of Coverage, no Optional Death Benefit Rider will be available.</p>	<p>If an optional death benefit is elected then this section is printed otherwise this section is blank. <a href="#">If the Maximum Account Anniversary Value (MAV) benefit is elected then the following text will be suppressed:</a></p> <p><a href="#">If an EEB type Death Benefit is payable on the surviving spouse's Death Benefit Date, the percentage payable (75% v. 35% or 45% v. 25%) will be based on the surviving spouse's age on the Date of Coverage.</a></p>
63	<p>*AllianceBernstein VPS Balanced Wealth Strategy Portfolio  AllianceBernstein VPS International Growth Fund  *BlackRock Global Allocation VI Fund  Columbia Marsico 21<sup>st</sup> Century Fund, Variable Series  Columbia Marsico Growth Fund, Variable Series  Columbia Marsico International Opportunities Fund, Variable Series  *Fidelity VIP Balanced Portfolio  Fidelity VIP Contrafund Portfolio  *Fidelity VIP Freedom 2015 Portfolio  *Fidelity VIP Freedom 2020 Portfolio  Fidelity VIP Mid Cap Portfolio  First Eagle Overseas Variable Fund  Franklin Income Securities Fund  Franklin Small Cap Value Securities Fund  Franklin Strategic Income Securities Fund  Lazard Retirement Emerging Markets Equity Portfolio  Lord Abbett Series All Value Portfolio</p>	<p>The current list of available investment options.</p>

#	Field	Explanation of Variability
	<p>Lord Abbett Series Fund Growth Opportunities Portfolio</p> <p>MFS Bond Portfolio</p> <p>MFS Core Equity Portfolio</p> <p>MFS Emerging Markets Portfolio</p> <p>MFS Government Securities Portfolio</p> <p>MFS International Growth Portfolio</p> <p>MFS International Value Portfolio</p> <p>MFS Research International Portfolio</p> <p>*MFS Total Return Portfolio</p> <p>MFS Utilities Portfolio</p> <p>MFS Value Portfolio</p> <p>Mutual Shares Securities Fund</p> <p>Oppenheimer Capital Appreciation Fund/VA</p> <p>Oppenheimer Global Securities Fund/VA</p> <p>PIMCO VIT CommodityRealReturn Strategy Portfolio</p> <p>PIMCO VIT Global Multi-Asset Portfolio Advisor Class</p> <p>PIMCO VIT Emerging Markets Bond Portfolio</p> <p>SC AIM Small Cap Growth Fund</p> <p>SC AllianceBernstein International Value Fund</p> <p>SC BlackRock Inflation Protected Bond Fund</p> <p>SC Davis Venture Value Fund</p> <p>SC Dreman Small Cap Value Fund</p> <p>SC Goldman Sachs Mid Cap Value Fund</p> <p>SC Goldman Sachs Short Duration Fund</p> <p>*SC Ibbotson Moderate Fund</p> <p>*SC Ibbotson Balanced Fund</p> <p>*SC Ibbotson Growth Fund</p> <p>SC Lord Abbett Growth &amp; Income Fund</p> <p>SC Oppenheimer Large Cap Core Fund</p> <p>SC Oppenheimer Main Street Small Cap Fund</p> <p>SC PIMCO High Yield Fund</p> <p>SC PIMCO Total Return Fund</p> <p>SC WMC Blue Chip Mid Cap Fund</p> <p>SC WMC Large Cap Growth Fund</p> <p>Sun Capital Global Real Estate Fund</p> <p>Sun Capital Investment Grade Bond Fund</p> <p>Sun Capital Money Market Fund</p> <p>Templeton Growth Securities Fund</p> <p>Van Kampen LIT Comstock</p> <p>*Van Kampen's UIF Equity &amp; Income Portfolio</p> <p>Van Kampen's UIF Mid Cap Growth Portfolio</p> <p>Van Kampen's UIF Mid Cap Value Portfolio</p> <p>* Designated Funds</p>	

#	Field	Explanation of Variability
64	AllianceBernstein VPS Balanced Wealth Strategy Portfolio BlackRock Global Allocation VI Fund Fidelity VIP Balanced Portfolio Fidelity VIP Freedom 2015 Portfolio Fidelity VIP Freedom 2020 Portfolio MFS Total Return Portfolio SC Ibbotson Balanced Fund SC Ibbotson Growth Fund SC Ibbotson Moderate Fund Van Kampen's UIF Equity and Income Portfolio	The current list of available asset allocations.