

SERFF Tracking Number: PACL-126746555 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 46475  
Company Tracking Number: 10-1180  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
Product Name: Individual Flexible Premium Deferred Variable Annuity Contract  
Project Name/Number: Individual Flexible Premium Deferred Variable Annuity Contract/10-1180

## Filing at a Glance

Company: Pacific Life Insurance Company  
Product Name: Individual Flexible Premium Deferred Variable Annuity Contract  
TOI: A03I Individual Annuities - Deferred Variable  
Sub-TOI: A03I.002 Flexible Premium  
Filing Type: Form  
SERFF Tr Num: PACL-126746555 State: Arkansas  
SERFF Status: Closed-Approved-Closed  
Co Tr Num: 10-1180  
State Tr Num: 46475  
State Status: Approved-Closed  
Reviewer(s): Linda Bird  
Disposition Date: 08/16/2010  
Disposition Status: Approved-Closed  
Implementation Date:  
Authors: Maysy Vang, Brian Deleget, Karen Givens  
Date Submitted: 08/11/2010  
Implementation Date Requested: On Approval  
State Filing Description:

## General Information

Project Name: Individual Flexible Premium Deferred Variable Annuity Contract  
Project Number: 10-1180  
Requested Filing Mode: Review & Approval  
Explanation for Combination/Other:  
Submission Type: New Submission  
Overall Rate Impact:  
Filing Status Changed: 08/16/2010  
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: 08/16/2010  
Created By: Maysy Vang  
Corresponding Filing Tracking Number:  
Deemer Date:  
Submitted By: Maysy Vang  
Filing Description:  
NAIC: 67466  
FEIN: 95-079000

To the Individual Life Insurance Department of Arkansas.

We are submitting the following forms for approval:

SERFF Tracking Number: PACL-126746555 State: Arkansas  
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## Form Number Form Description

10-1180 Individual Flexible Premium Deferred Variable Annuity Contract

25-1180 Variable Annuity Application

20-1182 Core Withdrawal Benefit II-A Rider

20-1186 Guaranteed Withdrawal Benefit III-B Rider

The forms submitted are new and do not replace any previously approved forms.

### Individual Flexible Premium Deferred Variable Annuity Contract (10-1180)

The Contract is an individual, variable, non-participating, flexible premium deferred annuity contract. The contract does not contain any surrender charges. The contract provides for a seven (7) year withdrawal charge structure. The withdrawal charge is assessed as a fixed percentage of each purchase payment received. Various other fees, charges and deductions are assessed as fully described under the Charges, Fees and Deductions section of the contract.

Contract issue ages are 0 through 85.

A death benefit is payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while the contract is in force.

Annuity payments may be paid on a fixed or variable annuity basis under any of the Annuity Options provided under the contract or allowed by us.

There are no unusual features contained in the Contract.

### Variable Annuity Application (25-1180)

This is the application form that will be used to apply for the Contract.

### Core Withdrawal Benefit II-A Rider (20-1182)

#### Summary of Rider Benefits

If elected by the Owner and subject to the conditions set forth in the rider, this rider allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates.

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## Eligibility

The rider may be purchased and added to the Contract at the time of application for the contract or on any contract anniversary, provided that on the date the rider is purchased (the "Rider Effective Date"):

- the age of each Annuitant is 85 years or younger;
- the Contract is not issued as an Inherited IRA or Inherited TSA; and
- the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

## Annual Charge

Currently, an annual charge for expenses related to this Rider will be deducted on a quarterly basis. The annual charge is equal to 0.60% (0.15% quarterly) and will not exceed a maximum annual charge percentage of 1.20% (0.30% quarterly) multiplied by the Protected Payment Base on the day the charge is deducted.

## Availability

When approved, this rider will be available to new and in-force contract owners of the individual variable annuity contract forms listed below, as well as any future variable annuity contract that may be approved prospectively by the Department:

Form Number - Issue Ages Min/Max - State Tracking No. - SERFF Tracking No. - Date Approved  
10-1170 - 0/85 - 43556 - PACL-126272908 - 9/28/09

## Guaranteed Withdrawal Benefit III-B Rider (20-1186)

## Summary of Rider Benefits

Subject to the conditions set forth in the rider, this rider provides an income management tool that allows the contract owner the ability to withdraw funds from his or her contract up to the Protected Payment Amount, without any adjustment to the Protected Payment Base, regardless of market performance until the Purchase Payments (Remaining Protected Balance) are depleted. The amount of withdrawal is dependent on the owner's age, or youngest annuitant's age if a non-natural owner, at the time the first withdrawal is made. In addition, if no withdrawals have been made and after meeting certain age requirements, an additional percentage amount will be added to the withdrawal percentage for every year the owner delays taking withdrawals. (See Withdrawal Percentage provision).

## Eligibility

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Product Name: Individual Flexible Premium Deferred Variable Annuity Contract  
Project Name/Number: Individual Flexible Premium Deferred Variable Annuity Contract/10-1180

The rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the date the rider is purchased (the "Rider Effective Date"):

- the age of each Annuitant is 85 years or younger;
- the entire Contract Value is invested according to the investment allocation requirements applicable to this rider.

#### Annual Charge

Currently, the cost associated with the rider is an annual charge equal to 1.05% (not to exceed a maximum annual charge percentage of 1.50%) of the Protected Payment Base. The charge is deducted, in arrears, from the Contract Value on each Contract Anniversary that the rider remains in effect. (See Annual Charge provision).

#### Availability

When approved, this rider will be available to new and in-force contract owners of the individual variable annuity contract forms listed below, as well as any future variable annuity contracts that may be approved prospectively by the Department:

Form Number - Issue Ages Min/Max - State Tracking No. - SERFF Tracking No. - Date Approved  
10-1170 - 0/85 - 43556 - PACL-126272908 - 9/28/09

#### Qualified Plan Riders

The contract will be marketed through licensed producers of the Company to fund non-qualified annuities and tax-qualified retirement plans and programs under Internal Revenue Code Sections 401(a), 401(k), 403(b) and 408(b), including but not limited to, SEP-IRAs, Simple IRAs, Roth IRAs and 457. In such cases, one of the following riders will be attached to the contract at issue.

Form Number - Form Description - Date Approved  
20-1156 - 403(b) Tax Sheltered Annuity Rider - 8/22/08  
20-14200 - Qualified Retirement Plan Rider - 12/27/01  
20-18900 - Individual Retirement Annuity Rider - 12/20/02  
20-19000 - Roth Individual Retirement Annuity Rider - 12/20/02  
20-19100 - SIMPLE Individual Retirement Annuity Rider - 12/20/02  
24-123799 - Section 457 Plan Rider - 11/10/99

#### Product Rider

SERFF Tracking Number: PACL-126746555 State: Arkansas  
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The following product rider will be available for the contract submitted. This rider will automatically be attached to the contract when issued.

Form Number - Form Description - SERFF Tracking No. - Date Approved  
20-1103 - DCA Plus Fixed Option Rider - USPH-5NDQEN375 - 6/11/03

#### Optional Riders

The following optional riders, once approved, will be available for the contract submitted. From time to time, we may add new optional riders and remove those riders that are no longer available or for which new sales have been discontinued. These riders provide benefits in addition to those provided under the basic contract for an additional charge.

Form Number - Form Description - State Tracking No. - SERFF Tracking No. - Date Approved  
20-1172 - Stepped-Up Death Benefit Rider - 43532 - PACL-126282803 - 9/21/09

#### Statement of Variability

The forms submitted have been completed in John Doe fashion. Bracketed matter shown on the Application and Contract are subject to change. The accompanying Statement of Variability provides an explanation of the variable items applicable to these forms.

The forms submitted:

- are exempt from flesch score readability requirements as they are securities subject to federal jurisdiction;
- will be filed with the Nebraska Department of Insurance (our state of domicile) and with the Securities and Exchange Commission;
- are in final print and subject to only minor modification in paper size, stock, ink, border, Company logo and adaptation to electronic media or computer printing.

All required transmittals, checklists, certifications and/or filing fees are included in this submission. To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction. Should you have any questions or require additional information, please call toll-free 1-866-746-2724 ext. 3281.

Sincerely,

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Karen Givens, J.D.  
 Sr. Compliance Analyst  
 Retirement Solutions Division  
 Email: amfproduct.filing@pacificlife.com

## Company and Contact

### Filing Contact Information

Maysy Vang, Compliance Analyst Mvang@pacificlife.com  
 700 Newport Center Drive 949-219-6907 [Phone]  
 Newport Beach, CA 92660 949-219-0579 [FAX]

### Filing Company Information

Pacific Life Insurance Company CoCode: 67466 State of Domicile: Nebraska  
 700 Newport Center Drive Group Code: 709 Company Type: Annuities  
 Newport Beach, CA 92660-6397 Group Name: State ID Number:  
 (800) 722-2333 ext. [Phone] FEIN Number: 95-1079000

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$200.00  
 Retaliatory? No  
 Fee Explanation: 4 X \$50 = \$200.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$200.00	08/11/2010	38719352

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/16/2010	08/16/2010

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Individual Flexible Premium Deferred Variable Annuity Contract	Maysy Vang	08/12/2010	08/12/2010

*SERFF Tracking Number:* PACL-126746555      *State:* Arkansas  
*Filing Company:* Pacific Life Insurance Company      *State Tracking Number:* 46475  
*Company Tracking Number:* 10-1180  
*TOI:* A031 Individual Annuities - Deferred Variable      *Sub-TOI:* A031.002 Flexible Premium  
*Product Name:* Individual Flexible Premium Deferred Variable Annuity Contract  
*Project Name/Number:* Individual Flexible Premium Deferred Variable Annuity Contract/10-1180

## **Disposition**

Disposition Date: 08/16/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	CERTIFICATIONS		Yes
Form ( <i>revised</i> )	Individual Flexible Premium Deferred Variable Annuity Contract		Yes
Form	Variable Annuity Application		Yes
Form	Core Withdrawal Benefit II-A Rider		Yes
Form	Guaranteed Withdrawal Benefit III-B Rider		Yes
Form	Individual Flexible Premium Deferred Variable Annuity Contract		Yes

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**Amendment Letter**

Submitted Date: 08/12/2010

**Comments:**

Update the contract with the brackets around the annuity tables.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
10-1180	Policy/Contract/Fraternal Certificate	Individual Flexible Premium Deferred Variable Annuity Contract	Initial				0.000	P1180.pdf

SERFF Tracking Number: PACL-126746555 State: Arkansas  
 Filing Company: Pacific Life Insurance Company State Tracking Number: 46475  
 Company Tracking Number: 10-1180  
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
 Product Name: Individual Flexible Premium Deferred Variable Annuity Contract  
 Project Name/Number: Individual Flexible Premium Deferred Variable Annuity Contract/10-1180

## Form Schedule

### Lead Form Number: 10-1180

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	10-1180	Policy/Cont Individual Flexible ract/Fratern Premium Deferred al Variable Annuity Certificate Contract	Initial		0.000	P1180.pdf
	25-1180	Application/Variable Annuity Enrollment Application Form	Initial		0.000	25-1180 Generic John Doe Application.pdf
	20-1182	Policy/Cont Core Withdrawal ract/Fratern Benefit II-A Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	R1182.pdf
	20-1186	Policy/Cont Guaranteed ract/Fratern Withdrawal Benefit al III-B Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	R1186.pdf



**PACIFIC LIFE**

Pacific Life Insurance Company  
[700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 722-4448]

## READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**").

We agree to pay the benefits provided under this Contract, subject to its provisions.

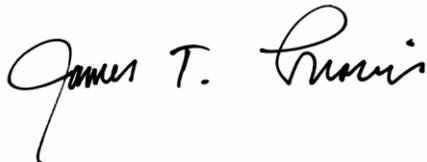
We have issued this Contract in consideration of the application and payment of the Initial Purchase Payment.

**BENEFITS AND VALUES PROVIDED UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO A DOLLAR AMOUNT. THE DETAILS OF THE VARIABLE PROVISIONS ARE FOUND IN THE "VARIABLE INVESTMENT OPTIONS" SECTION.**

**Right to Cancel – You may return this Contract within [ten (10)] days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. No withdrawal charge will be imposed, and we will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any fees or charges for premium taxes and/or other taxes that were deducted from the Contract Value.**

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

## PACIFIC LIFE INSURANCE COMPANY



Chairman and Chief Executive Officer



Secretary

## INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits  
Variable Accumulation Before Annuity Date  
Withdrawal Charges Waived in Specific Instances  
Annuities Payable in Variable and Fixed Dollar Amounts  
Death Benefit Proceeds Payable Before Annuity Date  
Non-Participating – No Dividends are Payable

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## CONTRACT SPECIFICATIONS

### Contract Data

<b>Contract Number:</b>	[VA99999999]	<b>Contract Date:</b>	[01-01-2009]
<b>Contract Type:</b>	[Non-Qualified]	<b>Initial Purchase Payment:</b>	[\$500,000]
<b>Minimum Purchase Payment Amount:</b>	[\$10,000]	<b>Maximum Purchase Payment Amount:</b>	[\$1,000,000]
<b>Owner(s):</b>	[John Doe] [Jane Doe]		
<b>Annuitant(s):</b>	[John Doe] [Jane Doe]	<b>Annuitant's Age:</b>	[35] [35]
<b>Annuity Date:</b>	[01-01-2027]	<b>Annuitant's Sex:</b>	[Male] [Female]

### Fees & Charges

M&E Risk Charge:	1.15%
Administrative Fee:	0.15%
Annual Fee:	\$30.00

### Withdrawal Charges

<u>Age of Purchase Payment in Contract Years</u>	<u>Withdrawal Charge %</u>
1	7%
2	7%
3	6%
4	6%
5	5%
6	3%
7	1%
8 and Later	0%

### Optional Riders

<u>Name</u>	<u>Annual Charge %</u>	<u>Maximum Annual Charge %</u>
[Stepped-Up Death Benefit Rider	0.20%]	0.20%
[Guaranteed Withdrawal Benefit III-B Rider	1.05%]	1.50%
[Core Withdrawal Benefit II-A Rider	0.65%]	1.20%

For a complete description of the charges, fees and deductions shown above and other applicable fees and charges, refer to the **Charges, Fees and Deductions** section of the Contract or the Annual Charge provision of the Optional Rider(s) shown above, if applicable.

## **Investment Options**

[Small-Cap Growth]	[International Large-Cap]	[Real Estate]
[International Value]	[Small-Cap Value]	[Small-Cap Equity]
[International Small-Cap]	[Main Street Core]	[Diversified Bond]
[Mid-Cap Value]	[Emerging Markets]	[Capital Appreciation V.I. Fund]
[Equity Index]	[Cash Management]	[Mutual Global Discovery Securities Fund]
[Small-Cap Index]	[High Yield Bond]	[Templeton Global Bond Securities Fund]
[Dividend Growth]	[Managed Bond]	[International Core Equity Portfolio]
[Large-Cap Value]	[Inflation Managed]	[Total Return Fund]
[Short Duration Bond]	[Large-Cap Growth]	[Growth Stock Series]
[Growth LT]	[Comstock]	[Value Series Fund]
[Focused 30]	[Mid-Cap Growth]	
[Mid-Cap Equity]		

[AllianceBernstein VPS Balanced Wealth Strategy]  
[BlackRock Global Allocation V.I. Fund]  
[Franklin Templeton VIP Founding Funds]  
[GE Investments Total Return Fund]  
[Invesco V.I. Global Multi-Asset Fund]  
[Pacific Dynamix – Conservative Growth]  
[Pacific Dynamix – Moderate Growth]  
[Pacific Dynamix – Growth]  
[PIMCO Global Multi-Asset Portfolio]  
[Invesco Van Kampen V.I. Global Tactical Asset Allocation Fund]

## **DCA Plus Fixed Option Guarantee Terms and Rates**

6 Mos. [4.00%]\*  
12 Mos. [3.00%]\*

\*Minimum Guaranteed Interest Rate is 3.00% per year.

## **Service Center**

### **Send Forms and written requests to:**

Pacific Life Insurance Company  
[P.O. Box 2378  
Omaha, Nebraska 68103-2378]

### **Send Payments to:**

Pacific Life Insurance Company  
[P.O. Box 2290  
Omaha, Nebraska 68103-2290]

**Hours:** Between [6:00 am and 5:00 pm, Pacific Standard Time.]

**Toll-Free Number for Contract Owners:** [1-800-722-4448]

**Toll-Free Number for Registered Representatives:** [1-800-722-2333]

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints.

## DEFINITION OF TERMS

**Account Value** – The amount of the Contract Value allocated to any one of the Investment Options.

**Add-In Amount** – The amount added by us, if applicable, to the Contract Value on the Notice Date to set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit.

**Age** – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

**Annuitant** – The person you name on whose life annuity payments may be determined. An Annuitant's life may also be used to determine certain increases in death benefits and to determine the Annuity Date. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be under Age 86 as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or change or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

**Annuity Date ("Annuity Start Date")** – The date shown in the Contract Specifications, or the date you later elect, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

**Annuity Options** – Income options available for a series of payments after the Annuity Date.

**Beneficiary** – The person you name who may receive any death benefit proceeds or any remaining annuity benefits in accordance with the provisions of this Contract.

**Business Day** – Any day on which the value of an amount invested in a Subaccount is required to be determined by applicable law which currently includes each day that both the New York Stock Exchange is open for trading and our administrative offices are open. If any transaction or event under this Contract is scheduled to occur on a day that does not exist in a given calendar period, or on a day that is not a Business Day, such transaction or event will be deemed to occur on the next following Business Day, unless otherwise stated.

**Calendar Year** – A one-year period beginning January 1 and ending December 31.

**Code** – The Internal Revenue Code of 1986, as amended.

**Contingent Annuitant** – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must be under Age 86 as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must be under Age 86 at the time of such change or addition. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

**Contingent Beneficiary** – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

**Contract Anniversary** – The same date, in each subsequent year, as the Contract Date.

**Contract Date** – The date we issued this Contract, as shown in the Contract Specifications. Contract Years, Contract Anniversaries, Contract Semiannual Periods, Contract Quarters and Contract Months are measured from the Contract Date.

**Contract Debt** – As of the end of any Business Day, the principal amount you have outstanding on any loan under this Contract, plus any accrued and unpaid interest.

**Contract Value** – As of the end of any Business Day, the Contract Value is equal to the sum of the Variable Account Value plus any Loan Account Value.

**General Account** – The General Account consists of our assets, other than those assets allocated to Separate Account A or to any of our other separate accounts.

**Investment Option** – A Variable Account offered under the Contract.

**Loan Account Value** – The amount, including any interest accrued, held in the Loan Account to secure any Contract Debt.

**Net Contract Value** – The Contract Value less any Contract Debt.

**Non-Natural Owner** – A corporation or other entity that is not a (natural) person.

**Non-Qualified Contract** – A Contract other than a Qualified Contract.

**Notice Date** – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of death benefit proceeds.

**Owner** – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners (“Joint Owners”). Any named Owner must be under Age 86 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must be under Age 86 at the time of such change or addition.

**Primary Annuitant** – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

**Purchase Payment** – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

**Qualified Contract** – A Contract that qualifies under the Code as an individual retirement annuity (“IRA”) or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

**Qualified Plan** – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

**SEC** – Securities and Exchange Commission.

**Separate Account or Separate Account A** – The Company’s Separate Account, registered as a unit investment trust under the Investment Company Act of 1940, as amended (“1940 Act”).

**Service Center** – Our mailing address shown in the Contract Specifications. We will notify you of any change in our mailing address.

**Subaccount** – An investment division of the Separate Account. Each Subaccount, (a “Variable Investment Option” or “Variable Account”) invests its assets in a separate series or class of shares of a designated investment company.

**Subaccount Annuity Unit (“Annuity Units”)** – Annuity Units are used to measure variation in variable annuity payments. The amount of each variable annuity payment (after the first payment) will vary with the value and number of the Annuity Units in each Subaccount.

**Subaccount Unit** – Subaccount Units are used to measure the Variable Account Value in that Subaccount.

**Unit Value** – The value of a Subaccount Unit (“Subaccount Unit Value”) or Subaccount Annuity Unit (“Subaccount Annuity Unit Value”). The Unit Value of any Subaccount is subject to change on any Business Day. The fluctuations in value reflect investment results and daily deductions for the mortality and expense risk charge and administrative fee. Changes in Subaccount Annuity Unit Values also reflect an additional adjustment factor that corrects for an assumed investment return. The Unit Value of a Subaccount Unit and of a Subaccount Annuity Unit are determined each Business Day.

**Variable Account (“Variable Investment Option”)** – A Subaccount of the Separate Account or any separate account of ours which is available under the Contract in which the assets of the Company are segregated from the assets in our General Account and from the assets in our other separate accounts.

**Variable Account Value (“Subaccount Value”)** – The aggregate amount of the Contract Value allocated to the Variable Accounts.

**You and Your** – The person or persons named as Owner(s) in the Contract Specifications. If there are Joint Owners, you and your mean both Joint Owners.

## GENERAL PROVISIONS

**Report to Owner(s)** – At least once per year prior to the Annuity Date, we will provide you with a report that will show the beginning and ending dates of the current report period, the Contract Value at the beginning and end of the report period, the Full Withdrawal Value at the end of the report period, and the transactions (i.e., Purchase Payments received, loan repayments, if applicable, transfers, withdrawals, additional amounts credited and/or charges and/or fees incurred since the last report) and any other information that may be required. After the Annuity Date, we will provide you with any information that may be required. Additional status reports are available upon request at no charge.

**Payments, Instructions and Requests** – Unless this Contract provides otherwise, all Purchase Payments, loan repayments (if applicable), instructions and requests must be received in a form satisfactory to us at our Service Center. Any subsequent Purchase Payments, loan repayments (if applicable) and requests for loans (if applicable), transfers or withdrawals received by us on any Business Day usually will be processed the same Business Day, unless the transaction or event is scheduled to occur on another day.

Generally, all other instructions and requests normally will be effective as of the end of the Business Day following the day such instructions and requests are received, in a form satisfactory to us, unless the transaction or event is scheduled to occur on another day. We may require that you provide signature guarantees or other safeguards for any instruction, request or other document you may send to our Service Center. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

Any change in Owner, if permitted under the Contract, will be effective, unless otherwise specified by the Owner, on the date such change is signed, subject to any payments made or actions taken by us prior to our receipt of the notice.

**Entire Contract** – This Contract, the attached application and any attached riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

**Contract Modifications** – Modifications to this Contract or any waiver of our rights or requirements under this Contract can only be made if in writing by an authorized officer of the Company. This Contract is intended to qualify as an annuity contract for federal income tax purposes. In addition, if this Contract is a Qualified Contract, this Contract is intended to qualify as part of a Qualified Plan. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract without the Owner's consent to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.

**Basis of Values** – A detailed statement showing how values are determined has been filed with the state insurance departments. All values and reserves are at least equal to those required by the laws of the state in which this Contract is delivered.

**Minimum Benefits** – The benefits provided under this Contract are not less than the minimum benefits required by any statute of the insurance laws of the state in which this Contract is delivered. Such benefits may be altered by additional amounts credited, increases and/or decreases in the investment performance of the Variable Investment Options, loans and loan repayments, or withdrawals as described in the applicable sections of this Contract.

**Claims of Creditors** – The Contract Value and other benefits under this Contract are exempt from the claims of creditors to the extent permitted by law.

**Removal of Beneficiary or Contingent Annuitant** – You may remove a Beneficiary or Contingent Annuitant from this Contract by providing written instructions satisfactory to us to our Service Center.

**Ownership** – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law. If your Contract is Non-Qualified, you may change Contract ownership at any time while the Annuitant is living and prior to your Annuity Date. Any change in Owner will be effective on the date such change is signed, subject to any payments made or actions taken by us prior to our receipt of the notice.

**Assignment** – You may assign all rights and benefits under this Contract before the Annuity Date. The assignment must be in writing in a form satisfactory to us and received at our Service Center. The assignment is effective on the date the notice of assignment is signed, subject to any payments made or actions taken by us prior to our receipt of the notice. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

**Delay of Payments** – Generally, we will pay any amounts due from the Contract within seven (7) days after our receipt of the request, in a form satisfactory to us. Payments or transfers to or from a Variable Account may be delayed after our receipt of the request under certain circumstances. These include:

- a closing of the New York Stock Exchange other than on a regular holiday or weekend;
- a trading restriction by the SEC; or
- an emergency declared by the SEC.

We may delay payments or transfers from our General Account (which would include payment of the withdrawal proceeds and loans) for up to six (6) months after the requested effective date of the transaction. Any amount delayed, so long as it is held under the General Account, will earn interest at a minimum annual rate of 3%.

If you make any Purchase Payment by check, other than a cashier's check, we may delay making payments to you until your check has cleared.

**Incontestability** – After this Contract has been issued, we will not contest the validity of this Contract other than for misstatement of age or sex.

**Misstatement of Age and/or Sex** – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit proceeds are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit proceeds on the Annuitant's or Owner's correct Age and/or sex.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex (or both) of the Annuitant is incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started and we have made overpayments, we will deduct the amount of the overpayment, with interest at 3% per year, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at 3% per year, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

**Proof of Life or Death** – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

**Withholding Taxes** – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

**Non-Participating** – This Contract is classified as a non-participating contract. It does not participate in our profits or surplus, and therefore no dividends are payable.

## PURCHASE PAYMENTS

**Initial Purchase Payment** – This Contract will not be in force until we receive at our Service Center the initial Purchase Payment. The initial Purchase Payment is shown in the Contract Specifications.

**Additional Purchase Payments** – You may make additional Purchase Payments at any time before the Annuity Date, while the Annuitant is living and this Contract is in force. Each additional Purchase Payment must be at least \$250 for Non-Qualified Contracts and \$50 for Qualified Contracts. A single Purchase Payment or the aggregate of all Purchase Payments may not exceed the Maximum Purchase Payment amount shown in the Contract Specifications.

Purchase Payments are payable in U.S. dollars at our Service Center. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared.

**Purchase Payment Allocation** – Prior to the Annuity Date, you may allocate all or part of your Purchase Payments to one or more of the Investment Options available under this Contract. The Investment Options available on the Contract Date are shown in the Contract Specifications.

You may change the Purchase Payment allocation by providing us with instructions in a form satisfactory to us. We will allocate any Purchase Payment according to your most recent allocation instructions. We may reject any instruction or Purchase Payment if your instructions are not clear and we cannot determine your allocation instructions.

**Allocations During the Right to Cancel Period** – We will allocate the initial Purchase Payment in accordance with your most recent allocation instructions.

**Minimum Investment Option Value** – We reserve the right to require that, as a result of any allocation to an Investment Option, any transfer, or any withdrawal, the remaining Account Value in any Investment Option must be at least \$500.

We also reserve the right to transfer any remaining Account Value that does not meet such minimum amount to your other Investment Options on a pro rata basis relative to your most recent allocation instructions for those Investment Options.

## VARIABLE INVESTMENT OPTIONS

**Variable Investment Options** – The Variable Investment Options consist of Subaccounts of the Separate Account. The available Subaccounts as of the Contract Date are shown in the Contract Specifications.

**Separate Account** – We established the Separate Account under the laws of the state of California. The Separate Account is maintained under the laws of our state of domicile. Any income, gains or losses (whether or not realized) from the assets of each Variable Account are credited or charged against such Variable Account without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this Contract and other variable annuity contracts. Assets may be put in our Separate Account for other purposes, but not to support contracts other than variable annuity contracts. The assets of our Separate Account are our property. The portion of the Separate Account assets equal to the reserves and other Contract liabilities with respect to each Variable Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a separate account in excess of the reserves and other liabilities with respect to its Variable Accounts to another separate account or to our General Account. All obligations arising under the Contract are our general corporate obligations. We do not hold ourselves out to be trustees of the Separate Account assets.

We reserve the right, subject to compliance with the law then in effect, and after any required regulatory approval, to:

- cease offering any Subaccount;
- add or change designated investment companies or their portfolios, or other investment vehicles;
- add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account or any Variable Account;
- permit conversion or exchanges between portfolios and/or classes of contracts on the basis of Owners' requests;
- add, remove or combine Variable Accounts;
- combine the assets of any Variable Account with any of our other Separate Accounts or of any of our affiliates;
- register or deregister Separate Account A or any Variable Account under the 1940 Act;
- operate any Variable Account as a managed investment company under the 1940 Act, or any other form permitted by law;
- run any Variable Account under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of Owners with respect to any Variable Account or other persons who have voting rights as to any Variable Account;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the Contracts as annuities under the Code;
- make other changes required under federal or state law relating to annuities;
- suspend or discontinue sale of the Contracts; and
- comply with applicable law.

If any of these changes result in a material change in the underlying investments of a Variable Account, we will notify you of such change.

We will not change the investment policy of the Separate Account without following the filing and other procedures of the insurance supervisory official of our state of domicile and the filing and other procedures established by insurance regulators of the state of delivery. Unless required by law or regulation, an investment policy may not be changed without our consent.

From time to time we may make other Investment Options available to you. Any new Investment Option may invest in portfolios of the designated investment company, other designated investment companies or their portfolios, or in other investment vehicles. New Investment Options will be made available to existing Owners at our discretion. We will provide you with written notice of all material details, including investment objectives and charges. We will comply with the filing or other procedures established by applicable state insurance regulators, to the extent required by applicable law.

## CONTRACT VALUES

**Contract Value** – The Contract Value on any Business Day is the sum of:

- the Variable Account Value; plus
- the Loan Account Value.

We generally determine values on each day that the New York Stock Exchange is open, provided our administrative offices are also open on that day.

**Variable Account Value** – The Variable Account Value on any Business Day is the sum of the Subaccount Values on that day.

**Subaccount Value** – Each Subaccount Value on any Business Day is equal to the number of Subaccount Units in that Subaccount multiplied by the Unit Value of the Subaccount on that day.

We credit the Subaccount with Subaccount Units as a result of any:

- Purchase Payments received by us, reduced by any applicable premium taxes and/or other taxes, and allocated to that Subaccount;
- transfers to that Subaccount, including transfers from the Loan Account; and
- additional amounts allocated to that Subaccount.

We debit the Subaccount with Subaccount Units as a result of any:

- transfers from that Subaccount, including transfers to the Loan Account;
- withdrawals, including any applicable withdrawal charges;
- amounts applied to provide for annuity payments;
- annual fees;
- annual charges for expenses relating to optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The number of Subaccount Units we credit to, or debit from, a Subaccount in connection with a transaction is equal to the amount of the transaction applicable to that Subaccount divided by that Subaccount's Unit Value at the end of the valuation period that includes that day. The number of Subaccount Units in a Subaccount will change only if we credit or debit Subaccount Units for the transactions specified above. The number of Subaccount Units will not change because of subsequent changes in the Subaccount Unit Value.

**Subaccount Unit Value** – The initial Unit Value of each Subaccount was \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Unit Value for each Subaccount is equal to (Y) times (Z), where:

(Y) is the Unit Value for that Subaccount as of the end of the prior Business Day; and

(Z) is the Net Investment Factor for that Subaccount for the period (a "valuation period") between the prior Business Day and that Business Day.

**Net Investment Factor** – Each Subaccount's Net Investment Factor for any valuation period is equal to  $(A / B) - C$ , where:

(A) equals:

- (a) the net asset value per share of the corresponding portfolio shares held by the Subaccount as of the end of that valuation period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that valuation period on the portfolio shares held by the Subaccount; plus or minus
- (c) any per share charge or credit for any income taxes, other taxes, or amounts set aside during that valuation period as a reserve for any income and/or any other taxes for which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Purchase Payments;

(B) is the net asset value per share of the portfolio shares held by the Subaccount as of the end of the prior valuation period; and

(C) is a factor that we assess against the Subaccount's net assets held by each Subaccount for the mortality and expense risk charge and the administrative fee during that valuation period.

**Loan Account Value** – For Qualified Contracts that permit loans, the Loan Account Value as of the end of any Business Day is the Loan Account Value on the prior Business Day, increased by any:

- interest; plus
- Contract Value loaned on that day;

and decreased by any:

- loan principal repaid; plus
- earned interest transferred from the Loan Account on that day.

**Persistency Credit** – Beginning on the eighth (8<sup>th</sup>) Contract Anniversary prior to annuitization, and on every Contract Anniversary thereafter that is prior to the Annuity Date, we will add to the Contract Value an amount equal to 0.55% multiplied by the Contract Value for that Contract Anniversary. The Persistency Credit will be allocated among Investment Options on a pro rata basis.

## CHARGES, FEES AND DEDUCTIONS

**Administrative Fee** – We charge an administrative fee against the assets held in the Variable Investment Option(s). This fee is assessed daily at the annual rate which is shown in the Contract Specifications. This fee is guaranteed not to increase.

**Mortality and Expense Risk Charge (“Risk Charge”)** – We impose a Risk Charge against the assets held in the Variable Investment Option(s). This charge is assessed daily at the annual rate which is shown in the Contract Specifications. The Risk Charge compensates us for the risks we assume that mortality and expenses will vary from those we assumed. This charge is guaranteed not to increase.

**Annual Fee** – We charge an annual fee against the Contract Value on each Contract Anniversary prior to the Annuity Date, and at the time you withdraw the entire Net Contract Value. The annual fee is shown in the Contract Specifications. This fee is guaranteed not to increase. The annual fee is waived if, on any Contract Anniversary prior to the Annuity Date, or at the time you make a full withdrawal, the Net Contract Value is \$50,000 or more on that day.

We will not impose the annual fee on amounts applied to provide an annuity or on payment of the death benefit proceeds.

**Premium Taxes** – From the Contract Value, we will deduct a charge for any taxes we pay that are attributable to Purchase Payments or withdrawals. Such taxes may include, but are not limited to: any federal, state or local premium or retaliatory taxes; and any federal, state or local income, excise, business or any other type of tax (or component thereof), measured by or based upon, directly or indirectly, the amount of Purchase Payments we receive from you. We will normally deduct this charge upon annuitization. However, we may impose this charge on any withdrawal, at the time any death benefit is paid, when the taxes are incurred or when we pay the taxes. We will base this charge on the Contract Value, the amount of the transaction, the aggregate amount of Purchase Payments we receive under the Contract; or any other amount that, in our sole discretion, we deem appropriately reimburses us for premium taxes paid on this Contract.

**Other Taxes** – We reserve the right to charge the Separate Account and/or deduct from the Contract Value a charge for any federal, state or local taxes we pay that are or become attributable to the Separate Account or Contract, including, but not limited to, income taxes attributable to our operation of the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments or payments we make under this Contract.

**Withdrawal Charge** – Withdrawals from the Contract Value are subject to a withdrawal charge which is shown in the Contract Specifications. This charge may apply to amounts withdrawn under the Contract prior to the Annuity Date, depending on which Contract Year the withdrawal is made in.

We will not apply the withdrawal charge on:

- distributions resulting from the death of the first Owner or the sole surviving Annuitant before the Annuity Date, except as provided under the **Death of Owner** provision for certain Non-Natural Owners;
- after the first Contract Year, if the Contract Value is applied to provide an annuity option from us;
- withdrawals after 90 days from the Contract Date if the Owner or Annuitant has been confined to an accredited nursing home for 60 days, and was not confined to the nursing home on the Contract Date. Confinement period for which you seek the waiver must begin after the Contract Date;
- withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under the Contract;
- withdrawals after the first Contract Anniversary, if the Owner or Annuitant has been diagnosed as having a medically determinable condition that results in a life expectancy of twelve (12) months or less and we are provided with medical evidence satisfactory to us; or
- withdrawals as defined under the “Free Withdrawals” section below.

**Amount of Withdrawal Charge** – The amount of a withdrawal charge depends on how long the Purchase Payments are held under this Contract. Each Purchase Payment you make is considered to have a certain “age,” depending on the length of time since that Purchase Payment was effective.

A Purchase Payment is “age one” from the day it was effective until the next Contract Anniversary and increases in “age” on that and each succeeding Contract Anniversary. When you withdraw an amount, the “age” of any Purchase Payment you withdraw determines the level of withdrawal charge as shown in the Contract Specifications.

For purposes of calculating the withdrawal charge, we assume that amounts withdrawn will be applied to Purchase Payments first and in the order the Purchase Payments were received. The withdrawal charge will be deducted proportionately from each Investment Option selected for withdrawal.

**Free Withdrawals** – During a Contract Year, you may withdraw free of withdrawal charges amounts up to the sum of your earnings plus your “Eligible Purchase Payments”. Eligible Purchase Payments include 10% of all Purchase Payments that have an “age” of less than eight (8) years, plus 100% of all remaining Purchase Payments that have an “age” of eight (8) years or more.

Any portion of your Eligible Purchase Payments not withdrawn during a Contract Year may not be carried over to the next Contract Year.

**Earnings** – For the purposes of calculating the withdrawal charge as of the end of any Business Day, earnings equal the Contract Value less the aggregate Purchase Payments that are reduced by withdrawals of prior Purchase Payments.

## TRANSFER PROVISIONS

**Transfers** – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, transfer all or part of the Contract Value, less any Loan Account Value, in any Investment Option among other Investment Options, while the Annuitant is living and the Contract is in force.

Your transfer request must specify:

- (a) **the Investment Option (the “source account”)** from which the transfer is to be made. You may choose one or more Investment Options as your source account(s). Your source account may not also be a target account;
- (b) **the amount of the transfer.** The amount of the transfer may be specified as a dollar amount or a percentage of the source Account Value. If you select more than one source account, the amount of the transfer from each source account must be at least the lesser of either \$250 or the full source Account Value; and
- (c) **the Investment Option (the “target account”)** to receive the transferred amount. You may choose one or more Investment Options as your target account(s). If you select more than one target account, your request must specify how the transferred amounts are to be allocated among the target accounts. Your source account may not also be a target account.

Transfers among Investment Options will normally be effective as of the end of the Business Day the transfer request, in a form satisfactory to us, is received at our Service Center.

**Transfer Limitations and Restrictions** – The following limitations and restrictions apply to transfers among Investment Options:

- (a) Transfers are allowed thirty (30) days after the Contract Date.
- (b) Transfers are limited to twenty-five (25) transfers during each Calendar Year and only two (2) per month, into or out, that affect any international Investment Options. For the purpose of applying this limitation, transfers that occur on the same day are considered one transfer and transfers that occur as a result of any systematic transfer option are excluded from the maximum twenty-five (25) transfers per Calendar Year limitation.
- (c) Transfers to or from an Investment Option cannot be made until the eighth (8<sup>th</sup>) calendar day (provided that day is a Business Day) from the last day of the most recent transfer to or from that Investment Option. The day of the most recent transfer is considered as the first (1<sup>st</sup>) calendar day for purposes of meeting this requirement. Transfers that occur as a result of any systematic transfer option are excluded from this requirement.
- (d) If a transfer reduces the remaining Account Value in any Investment Option immediately after such transfer to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.
- (e) We further reserve the right to restrict, in our sole discretion and without prior notice, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:
  - (i) not accepting transfer instructions from an individual or entity acting on behalf of more than one Contract Owner; and
  - (ii) not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.

- (f) We further reserve the right to modify the limits described in subparagraphs (a) through (e) above or to impose, without prior notice, other limitations and restrictions on transfers or exchanges that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners or to comply with any applicable federal or state laws, rules and regulations.

## WITHDRAWAL PROVISIONS

**Withdrawals** – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, withdraw all or a portion of the amount available under this Contract, while the Annuitant is living and the Contract is in force. However, no withdrawals are allowed within thirty (30) days of the Contract Date.

You may specify that the withdrawal be taken from a specific Investment Option(s) or pro rata from all Investment Options. If your request does not specify the Investment Option(s) from which the withdrawal is to be made, the withdrawal will be taken pro rata from all Investment Options relative to the Account Value in each option.

Withdrawals will normally be effective as of the end of the Business Day the withdrawal request, in a form satisfactory to us, is received at our Service Center.

**Minimum Withdrawal Amount** – The minimum amount that may be withdrawn is \$500. If the withdrawal reduces the Account Value in any Investment Option to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If the withdrawal reduces the Net Contract Value to an amount less than \$1,000, we may terminate this Contract and pay you the withdrawal proceeds (see **Full Withdrawal** provision). We will not terminate the Contract if you own an optional rider and a withdrawal reduces the Net Contract Value to an amount less than \$1,000. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

**Full Withdrawal** – You may, on or before the Annuity Date, make a full withdrawal under this Contract for its withdrawal proceeds, while the Annuitant is living and the Contract is in force. A full withdrawal will terminate the Contract. We will require the return of this Contract or a signed Lost Contract Affidavit with your request. Your request for a full withdrawal will normally be effective as of the end of the Business Day such request, in a form satisfactory to us, is received at our Service Center. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

**Amount Available for Withdrawal** – The amount available for withdrawal is the Net Contract Value as of the end of the Business Day on which the withdrawal request is effective, less any:

- Withdrawal charges;
- charges for expenses relating to optional riders attached to the Contract;
- charges for annual fees; and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

## DEATH BENEFIT PROVISIONS

**Death Benefit** – A death benefit will be payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force.

The proceeds of any death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the "Notice Date"). Such proceeds will equal the Death Benefit Amount reduced by any:

- Contract Debt; and
- charges for premium taxes and/or other taxes, if proceeds are used to purchase an Annuity Option from us.

These proceeds may be payable in a lump sum, as periodic payments under an Annuity Option available under this Contract, towards the purchase of any other Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

If there are multiple Beneficiaries, the Death Benefit Amount will be calculated when we first receive proof of death and instructions, in proper form, from any Beneficiary. Any Death Benefit Amount still remaining to be paid to any other Beneficiary will fluctuate with the performance of the underlying Investment Options.

**Death Benefit Amount** – The Death Benefit Amount as of any Business Day prior to the Annuity Date is equal to the greater of:

- (a) the Contract Value as of that day; or
- (b) the aggregate Purchase Payments reduced by an amount for each withdrawal that has occurred, which is calculated by multiplying the aggregate Purchase Payments received prior to each withdrawal by the ratio of the amount of the withdrawal, including any withdrawal charge, to the Contract Value immediately prior to the withdrawal.

**Death of Annuitant** – If the Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date. Unless there is a surviving Joint Annuitant or Contingent Annuitant, we will pay the death benefit proceeds to the first person among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to the Owner's estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant and no death benefit will be paid. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant and no death benefit will be paid.

If you are the Annuitant and you die, we will determine the amount of any death benefit and to whom it will be paid under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

**Death of Owner** – If the Owner dies before the sole surviving Annuitant and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date.

If the Owner dies before the sole surviving Annuitant and before the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to your estate.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

**Death of Owner Distribution Rules** – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time, or the lump sum payment option will be deemed elected. We will consider that deemed election as our receipt of instructions regarding payment of the death benefit proceeds.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

On the Notice Date, if the surviving spouse has elected to continue the Contract, we will set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit. The amount that the Death Benefit Amount exceeds the Contract Value will be added to the Contract Value in the form of the Add-In Amount on the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and will be considered earnings. There will not be an adjustment to the Contract Value if the Contract Value is equal to the death benefit proceeds as of the Notice Date.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first person among the following who is (1) living; or (2) an entity entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408 or 408A of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

## **BENEFICIARY PROVISIONS**

**Designation of Beneficiary** – The Beneficiary is the person you name who may receive any death benefit proceeds, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. The Owner can name more than one Beneficiary. Multiple Beneficiaries will share the death benefit proceeds (or any remaining annuity payments) equally, unless otherwise specified. If any Beneficiary predeceases the Annuitant or Owner, that Beneficiary's interest will go to any other Beneficiaries named, according to their respective interests, unless otherwise specified. If you leave no surviving Beneficiary, your estate may receive the death benefit proceeds.

If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any death benefit proceeds, nor for how the trustee disposes of any death benefit proceeds. If before payment of any death benefit proceeds, we receive proper notice that the trust has been revoked or is not in effect, then any death benefit proceeds payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

**Adding or Changing Your Beneficiary** – You may add, change, or remove any Beneficiary, subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to our receipt of the notice.

## ANNUITY PROVISIONS

**Choice of Annuity Date** – Unless otherwise changed as provided below, the Annuity Date is shown in the Contract Specifications. We assigned the Annuity Date based on the Contract type chosen and the Annuitant's Age shown in the application for this Contract. If there are Joint Annuitants, the Annuity Date was based on the younger Annuitant's birthday.

The Annuity Date may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date or new Annuity Date, whichever is earlier, subject to any applicable state law or the Code.

The new Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the Annuitant reaches his or her 95th birthday, or earlier, as required by any applicable state law or the Code. If there are Joint Annuitants, the Annuity Date will be based on the younger Annuitant's birthday. You may be subject to additional restrictions under your Qualified Plan. You should consult with your Qualified Plan administrator before you elect an Annuity Date.

**Default Annuity Option** – For all Non-Qualified Contracts and those Qualified Contracts where the Annuitant is not married, the Annuity Option will be a fixed annuity Life with a Period Certain of Ten (10) Years. If this is a Qualified Contract and you are married, the Annuity Option will be a fixed annuity Joint and Survivor Life, with survivor payments of 100%, and your spouse will automatically be named as the secondary Annuitant.

The Annuity Option may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date, to any other Annuity Option contained in this Contract or allowed by us.

Unless otherwise specified or changed, we will make annuity payments based on our most frequent payment schedule that results in an initial annuity payment of at least \$250. The payment frequency may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date.

Subject to our minimum requirements, the Net Contract Value less any charges for premium taxes and/or other taxes will be converted to a fixed annuity payout option on the Annuity Date.

**Application of Contract Value** – Prior to the Annuity Date, you may elect to convert all or part of the Net Contract Value less any charge for premium taxes and/or other taxes, to any currently offered Annuity Option. The aggregate net amount you convert must be at least \$10,000; otherwise, we reserve the right to terminate this Contract and pay a single amount equal to the withdrawal proceeds as determined under the **Full Withdrawal** provision. You may elect to have annuity payments made monthly, quarterly, semiannually, or annually. Regardless of the frequency of payments, the minimum annuity payment that you may elect to receive is \$250. We reserve the right to reduce the frequency of payments or the period certain if the initial annuity payment is less than \$250. We reserve the right to pay the amount in a lump sum withdrawal if no annuity benefit equals or exceeds the minimum annuity payment.

Subject to the **Withdrawal Provisions**, you may also elect a full withdrawal in lieu of annuity payments under an Annuity Option. Before we make any full withdrawal, we require return of this Contract (or a signed Lost Contract Affidavit) to us.

If you convert only a portion of the Net Contract Value on the Annuity Date, you may, at that time, elect not to have the remainder of the Net Contract Value distributed, but instead to continue the Contract with that remaining Contract Value. This option may or may not be available, or may be available only for certain types of Contracts. If this option is available and you elect it, you would choose a second Annuity Date for such Contract Value. All references in this Contract to the Annuity Start Date (or Annuity Date) would, with regard to such Contract Value, be deemed to refer to that second Annuity Date. The second Annuity Date may not be after the Annuitant's 95<sup>th</sup> birthday. You should consult with your tax adviser for more information if you desire this option.

**Your Selections** – Prior to the Annuity Date, you may make three selections about the annuity payments. First, you may choose whether you want those payments to be a fixed-dollar amount or a variable-dollar amount, or both. Second, you may choose the form of annuity payments (Annuity Option). Third, you may choose to have annuity payments made monthly, quarterly, semiannually, or annually.

The first annuity payment will be sent on the day following the Annuity Date and must be at least \$250. We may reduce the payment frequency if the first annuity payment is less than \$250. If you elect annuity payments for a Period Certain Only, we also reserve the right to reduce the Period Certain to meet the \$250 minimum first payment.

Once annuity payments begin, no changes can be made to either the Annuity Option or the basis on which such payments are made (a fixed annuity basis or variable annuity basis), no additional purchase payments will be accepted and no withdrawals will be allowed.

**Fixed and Variable Annuities** – You may choose a fixed annuity (with fixed-dollar payments), a variable annuity (with variable-dollar payments), or you may choose a combination of both. If you select a variable annuity, you may choose any Subaccounts for the annuity. If you select a variable annuity, on the Annuity Date, we will convert that portion of the Net Contract Value as it is currently allocated among the Subaccount(s). We will apply the net amount you convert to a fixed annuity and/or a variable annuity (and in this instance, to each Subaccount), based on the relative Account Value in each Investment Option on the Annuity Date. Any net amount you convert to a fixed annuity will be held in our General Account.

Each periodic payment under the fixed annuity will be equal to the amount of the first fixed annuity payment (unless you elect a joint and survivor life annuity with reduced survivor payments). The amount of each variable annuity periodic payment will vary with the investment results of the Subaccount(s) you select. After the Annuity Date, you may exchange the Annuity Units in any Subaccount(s) for Annuity Units in any other Subaccount(s) up to four (4) times in any twelve (12) month period. We reserve the right to limit the Subaccounts available, to change the number and frequency of exchanges and to change the number of Subaccounts you may choose.

**Amount of Payments** – The first annuity payment amount depends on the Annuity Option, payment frequency, and whether you select a fixed annuity and/or a variable annuity. If you do not choose the Period Certain Only Option, the amount will depend on the Age of the Annuitant(s), the Annuity Date, and the sex of the Annuitant(s), unless unisex factors apply.

**Fixed Annuity Payments** – The minimum guaranteed income purchased per \$1,000 of the net amount applied to a fixed annuity is based on an annual interest rate of 3% and the 1983a Mortality Table with the ages set back ten (10) years.

**Conversion to Current Rates** – Annuity payments will be based on the greater of:

- our current income factors in effect for this Contract on the Annuity Date; or
- our guaranteed income factors set forth in this Contract.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.

**Variable Annuity Payments – Subaccount Annuity Units.** For each Subaccount, we divide the amount of the initial variable annuity payment from each Subaccount by the Annuity Unit Value for that Subaccount (the “Annuity Unit Value”) on the Annuity Date, to obtain the number of Annuity Units for that Subaccount. The number of Annuity Units in each Subaccount will not change unless exchanges of Annuity Units are made (or if the Joint and Survivor Annuity Option is elected and the Primary Annuitant dies first), but the Annuity Unit Value of those Annuity Units will vary.

**Subsequent Variable Payments** – The amount of each subsequent variable annuity payment will be the sum of the amounts payable based on the Annuity Units in each Subaccount. To determine the amount payable for each Subaccount, we multiply the number of Annuity Units in that Subaccount by their Annuity Unit Value on the day in each payment period that corresponds to the Annuity Date.

The smallest gross annual rate of return needed for the dollar amount of the variable annuity payments to not decrease is equal to the sum of the assumed interest rate (AIR) of 5% and all product fees and charges. The fees and charges would include the Mortality and Expense Risk charge of 1.15% and the Administrative Fee of 0.15%. Thus, the total gross annual rate of return would need to be at least 6.30% (net of fund level expenses).

**Annuity Unit Value** – The initial Annuity Unit Value for each Subaccount was arbitrarily set at \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Annuity Unit Value for each Subaccount is equal to  $(A \times B) \times C$ , where:

A - is the Subaccount's Annuity Unit Value for that Subaccount as of the end of the prior Business Day;

B - is the Net Investment Factor for that Subaccount for that valuation period; and

C - is an interest factor to offset the effect of the assumed investment return which is built into the Annuity Option Tables.

We generally calculate the Annuity Unit Value of each Subaccount on each day the New York Stock Exchange is open, provided our administrative offices are also open that day.

We guarantee that the amount of each subsequent annuity payment will not be affected by variations in our expenses or in mortality experience.

**Periodic Payments** – The first payment under the Annuity Options will be determined on the Annuity Date and will be made on the day following the Annuity Date.

For a Beneficiary entitled to a death benefit due to the death of any Owner or the sole surviving Annuitant, the first payment will be made on the first day of the calendar month, or earlier at our option, next following the day we receive due proof of the death and instructions regarding payment, (called the "Payment Start Date"), and such other documentation as we may require. Subsequent payments will be determined on the day in each payment period that corresponds to the Payment Start Date and will be made on the following day.

## ANNUITY OPTIONS

The following Annuity Options are available under this Contract. Additional options may become available in the future:

**Option 1 – Life Only:** Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

**Option 2 – Life with Period Certain:** Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed variable payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed variable payments at the assumed investment return.

**Option 3 – Joint and Survivor Life:** Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant. If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66-2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant. Variable annuity payments will be determined using 50% or 66-2/3%, as applicable, of the number of Annuity Units for each Subaccount credited to the Contract. Payments stop when both Annuitants have died.

**Option 4 – Period Certain Only:** Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed variable payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed variable payments at the assumed investment return.

## ANNUITY OPTION TABLES

**Applicability of Rates** – For the fixed Annuity Option, the Annuity Option Tables contained in the following pages illustrate the minimum guaranteed monthly income purchased per \$1,000 of the net amount applied.

The tables also illustrate the minimum rates for the first monthly variable annuity payment per \$1,000 of the net amount applied to the variable annuity payment option. Subsequent payments may be higher or lower than the first payment, based on the investment performance of the Subaccount(s) you elect and whether you exchange Subaccount Annuity Units.

For some Qualified Plans and in some states, the use of sex-distinct income factors are prohibited. For those Qualified Plans, we use blended unisex income factors for life payment options for both male and female Annuitants.

**Basis of Computations** – The actuarial basis for the fixed Annuity Option Tables is the 1983a Annuity Mortality Table with the ages set back ten (10) years with interest at an annual rate of [3%]. The rates for variable annuity payments are based on an assumed investment return of 5% per year and the 1983a Annuity Mortality Table with the ages set back ten (10) years.

**Rates Not Shown** – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

Annuity benefits will not be less than those that would have been provided by the application of an amount to purchase any single premium immediate annuity offered by us at the time annuity payments commence to the same class of annuitants.

**OPTIONS 1 AND 2**  
**LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS**

**Fixed Annuity Rates**

<b>Age</b>	<b>Male at 3%</b>			<b>Female at 3%</b>			<b>Unisex at 3%</b>		
	<b>Life Only</b>	<b>Life with Guaranteed</b>		<b>Life Only</b>	<b>Life with Guaranteed</b>		<b>Life Only</b>	<b>Life with Guaranteed</b>	
		<b>Period Certain</b>	<b>10 Yr.</b>		<b>20 Yr.</b>	<b>Period Certain</b>		<b>10 Yr.</b>	<b>20 Yr.</b>
30	3.04	3.03	3.03	2.93	2.93	2.93	2.99	2.98	2.98
35	3.14	3.14	3.13	3.02	3.02	3.01	3.08	3.08	3.07
40	3.28	3.27	3.26	3.13	3.12	3.12	3.20	3.20	3.19
45	3.44	3.44	3.41	3.26	3.26	3.24	3.35	3.35	3.33
50	3.66	3.64	3.60	3.42	3.42	3.40	3.54	3.54	3.50
55	3.93	3.90	3.82	3.63	3.63	3.59	3.78	3.77	3.71
60	4.27	4.22	4.08	3.90	3.89	3.82	4.09	4.06	3.96
65	4.70	4.62	4.39	4.25	4.22	4.11	4.48	4.43	4.25
70	5.28	5.14	4.71	4.72	4.66	4.44	5.00	4.90	4.58
75	6.10	5.81	5.02	5.35	5.22	4.79	5.73	5.52	4.92
80	7.23	6.61	5.27	6.25	5.96	5.12	6.74	6.30	5.20
85	8.82	7.49	5.42	7.56	6.89	5.35	8.18	7.20	5.39
90	11.06	8.33	5.49	9.53	7.89	5.47	10.28	8.12	5.48
95	14.16	8.97	5.51	12.48	8.74	5.50	13.30	8.86	5.51

**Variable Annuity Rates**

<b>Age</b>	<b>Male at 5%</b>			<b>Female at 5%</b>			<b>Unisex at 5%</b>		
	<b>Life Only</b>	<b>Life with Guaranteed</b>		<b>Life Only</b>	<b>Life with Guaranteed</b>		<b>Life Only</b>	<b>Life with Guaranteed</b>	
		<b>Period Certain</b>	<b>10 Yr.</b>		<b>20 Yr.</b>	<b>Period Certain</b>		<b>10 Yr.</b>	<b>20 Yr.</b>
30	4.38	4.37	4.36	4.29	4.29	4.29	4.34	4.33	4.33
35	4.46	4.46	4.44	4.36	4.35	4.35	4.41	4.41	4.40
40	4.57	4.56	4.54	4.44	4.44	4.42	4.51	4.50	4.49
45	4.71	4.70	4.67	4.55	4.54	4.52	4.63	4.62	4.60
50	4.91	4.89	4.82	4.69	4.68	4.65	4.80	4.78	4.74
55	5.16	5.12	5.02	4.87	4.86	4.81	5.02	4.99	4.92
60	5.48	5.41	5.24	5.12	5.09	5.01	5.30	5.26	5.13
65	5.89	5.79	5.51	5.44	5.40	5.26	5.67	5.60	5.39
70	6.46	6.28	5.80	5.89	5.80	5.55	6.18	6.05	5.68
75	7.27	6.91	6.08	6.51	6.34	5.87	6.89	6.64	5.98
80	8.41	7.68	6.29	7.39	7.05	6.16	7.90	7.38	6.23
85	10.02	8.52	6.43	8.72	7.93	6.37	9.36	8.24	6.40
90	12.29	9.30	6.49	10.71	8.88	6.47	11.49	9.10	6.48
95	15.42	9.90	6.51	13.70	9.68	6.50	14.55	9.80	6.51

**OPTION 3 - JOINT AND 50% SURVIVOR LIFE**

**Primary Annuitant**

**Male Age**

		60		65		70		75		80		85	
		<u>3%</u> <u>Fixed</u>	<u>5%</u> <u>Variable</u>										
<b>Female Age</b>	<b>60</b>	3.91	5.12	4.13	5.34	4.39	5.60	4.69	5.92	5.02	6.30	5.38	6.73
	<b>65</b>	3.99	5.19	4.25	5.43	4.54	5.73	4.88	6.09	5.26	6.51	5.67	6.98
	<b>70</b>	4.06	5.25	4.36	5.53	4.70	5.87	5.10	6.27	5.55	6.75	6.03	7.29
	<b>75</b>	4.12	5.31	4.46	5.62	4.85	6.00	5.32	6.47	5.86	7.03	6.45	7.66
	<b>80</b>	4.17	5.36	4.54	5.70	4.98	6.13	5.54	6.67	6.18	7.33	6.91	8.08
	<b>85</b>	4.21	5.40	4.60	5.77	5.09	6.24	5.72	6.86	6.49	7.63	7.40	8.54

**Primary Annuitant**

**Unisex Age**

		60		65		70		75		80		85	
		<u>3%</u> <u>Fixed</u>	<u>5%</u> <u>Variable</u>										
<b>Unisex Age</b>	<b>60</b>	3.84	5.05	4.07	5.27	4.34	5.54	4.65	5.86	5.00	6.24	5.39	6.69
	<b>65</b>	3.90	5.10	4.17	5.35	4.47	5.65	4.83	6.01	5.23	6.44	5.68	6.94
	<b>70</b>	3.96	5.15	4.25	5.43	4.60	5.76	5.02	6.17	5.49	6.66	6.03	7.24
	<b>75</b>	4.00	5.19	4.32	5.49	4.72	5.87	5.20	6.34	5.76	6.91	6.41	7.58
	<b>80</b>	4.03	5.23	4.38	5.55	4.81	5.96	5.36	6.49	6.02	7.15	6.81	7.96
	<b>85</b>	4.05	5.25	4.42	5.59	4.88	6.04	5.49	6.62	6.25	7.38	7.20	8.33

**OPTION 3 - JOINT AND 66 2/3% SURVIVOR LIFE**

**Primary Annuitant**

**Male Age**

		60		65		70		75		80		85	
		<u>3%</u> <u>Fixed</u>	<u>5%</u> <u>Variable</u>										
<b>Female Age</b>	<b>60</b>	3.80	5.01	3.97	5.18	4.16	5.36	4.35	5.58	4.55	5.81	4.76	6.06
	<b>65</b>	3.90	5.10	4.12	5.30	4.34	5.52	4.58	5.77	4.83	6.05	5.07	6.34
	<b>70</b>	4.00	5.18	4.25	5.42	4.53	5.69	4.84	6.00	5.15	6.33	5.46	6.68
	<b>75</b>	4.08	5.26	4.38	5.54	4.72	5.87	5.11	6.25	5.51	6.66	5.92	7.10
	<b>80</b>	4.14	5.33	4.48	5.64	4.89	6.03	5.37	6.50	5.90	7.03	6.45	7.59
	<b>85</b>	4.19	5.38	4.56	5.73	5.03	6.17	5.61	6.73	6.28	7.39	7.02	8.14

**OPTION 3 - JOINT AND 100% SURVIVOR LIFE**

**Primary Annuitant**

**Male Age**

		60		65		70		75		80		85	
		<u>3%</u> <u>Fixed</u>	<u>5%</u> <u>Variable</u>										
<b>Female Age</b>	<b>60</b>	3.60	4.80	3.69	4.88	3.76	4.94	3.81	5.00	3.84	5.04	3.87	5.06
	<b>65</b>	3.75	4.93	3.88	5.04	3.99	5.15	4.07	5.23	4.14	5.30	4.18	5.35
	<b>70</b>	3.88	5.05	4.06	5.21	4.24	5.37	4.38	5.52	4.50	5.63	4.58	5.72
	<b>75</b>	3.99	5.16	4.23	5.38	4.49	5.61	4.72	5.83	4.93	6.03	5.08	6.19
	<b>80</b>	4.08	5.25	4.38	5.52	4.72	5.83	5.07	6.17	5.40	6.49	5.68	6.77
	<b>85</b>	4.15	5.33	4.50	5.65	4.91	6.03	5.39	6.49	5.89	6.97	6.37	7.44

**OPTION 4 - PERIOD CERTAIN ONLY**

**Monthly Income**

<u>Years</u>	<u>3% Fixed</u>	<u>5% Variable</u>
5	17.90	18.74
6	15.13	15.98
7	13.16	14.02
8	11.68	12.56
9	10.53	11.42
10	9.61	10.51
11	8.86	9.77
12	8.24	9.16
13	7.71	8.64
14	7.26	8.20
15	6.87	7.82
16	6.53	7.49
17	6.23	7.20
18	5.96	6.94

**Monthly Income**

<u>Years</u>	<u>3% Fixed</u>	<u>5% Variable</u>
19	5.73	6.71
20	5.51	6.51
21	5.32	6.33
22	5.15	6.17
23	4.99	6.02
24	4.84	5.88
25	4.71	5.76
26	4.59	5.65
27	4.47	5.54
28	4.37	5.45
29	4.27	5.36
30	4.18	5.28



Pacific Life Insurance Company • [700 Newport Center Drive • Newport Beach, CA 92660]

**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT**

Investment Experience Reflected in Benefits  
Variable Accumulation Before Annuity Date  
Withdrawal Charges Waived in Specific Instances  
Annuities Payable in Variable and Fixed Dollar Amounts  
Death Benefit Proceeds Payable Before Annuity Date  
Non-Participating



**PACIFIC LIFE**

Pacific Life Insurance Company  
[P.O. Box 2378, Omaha, NE 68103-2378  
or 1299 Farnam Street, 6<sup>th</sup> Floor, RSD, Omaha, NE 68102  
www.PacificLife.com  
Contract Owners: (800) 722-4448]

**[Destinations B]**  
Individual Flexible Premium  
Deferred Variable  
Annuity Application

**1. ANNUITANT(S)** *Must be an individual. Check product guidelines for maximum issue age.*

Name (First, Middle, Last) John, James, Doe		Birth Date (mo/day/yr) 01/01/1950	Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Mailing Address 123 Anystreet	City, State, ZIP Anytown, CA 00000	SSN 123-45-6789	
Residential Address (if different than mailing address)	City, State, ZIP		

Solicited at: State ____	<i>Complete this box for custodial-owned qualified contracts only. Will not be valid for any other contract types. Information put here will be used for contract and registered representative appointment purposes.</i>
-----------------------------	---

**ADDITIONAL ANNUITANT** *Not applicable for qualified contracts or contracts with non-natural owners. Check One:*  Joint  Contingent

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, ZIP	SSN	
Residential Address (if different than mailing address)	City, State, ZIP		

**2. OWNER(S)** *If annuitant and owner are the same, do not complete this section. Check product guidelines for maximum issue age.*

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, ZIP	SSN/TIN	
Residential Address (if different than mailing address)	City, State, ZIP		

**ADDITIONAL OWNER** *Not applicable for qualified contracts.*

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, ZIP	SSN	
Residential Address (if different than mailing address)	City, State, ZIP		

**3. DEATH BENEFIT COVERAGE**

[Stepped-Up Death Benefit *Owner(s) and Annuitant(s) must not be over age 75 at issue.*  
If the [stepped-up death benefit] I have selected cannot be added to the contract due to age restrictions or state availability, I understand that the contract will be issued without the [stepped-up death benefit rider.]



**4. TELEPHONE/ELECTRONIC AUTHORIZATIONS**

  Yes **TELEPHONE/ELECTRONIC TRANSACTION AUTHORIZATION** As the owner, I will receive this privilege automatically.

If a contract has joint owners, each owner may individually make telephone and/or electronic requests. By checking "Yes," I am also authorizing and directing Pacific Life to act on telephone or electronic instructions from any other person(s) who can furnish proper identification. Pacific Life will use reasonable procedures to confirm that these instructions are authorized and genuine. As long as these procedures are followed, Pacific Life and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost.

**ELECTRONIC INFORMATION CONSENT** By providing the e-mail address below, I consent to receive documents and notices applicable to my contract, including but not limited to prospectuses, prospectus supplements, reports, statements, immediate confirmations, privacy notice and other notices, and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. I will continue to receive paper copies of annual statements if required by state or federal law. Not all contract documentation and notifications may be currently available in electronic format. I consent to receive in electronic format any documents added in the future. For jointly owned contracts, both owners are consenting to receive information electronically. I confirm that I have ready access to a computer with Internet access, an active e-mail account to receive this information electronically, and the ability to read and retain it. I understand that:

- There is no charge for electronic delivery, although my Internet provider may charge for Internet access.
- I must provide a current e-mail address and notify Pacific Life promptly when my e-mail address changes.
- I must update any e-mail filters that may prevent me from receiving e-mail notifications from Pacific Life.
- I may request a paper copy of the information at any time for no charge, even though I consented to electronic delivery, or if I decide to revoke my consent.
- For jointly owned contracts, both owners are consenting that the primary owner will receive information electronically. (Only the primary owner will receive e-mail notices.)
- Electronic delivery will be cancelled if e-mails are returned undeliverable.
- This election will be effective for all contracts I currently own or acquire in the future.
- This consent will remain in effect until I revoke it.

Pacific Life is not required to deliver this information electronically and may discontinue electronic delivery in whole or in part at any time. Please call (800) 722-4448 if you would like to revoke your consent, wish to receive a paper copy of the information above, or need to update your e-mail address.



E-Mail address: \_\_\_\_\_

**5. HOUSEHOLDING** By signing this application I consent to Pacific Life mailing one copy of contract owner documents to multiple contract owners who share the same household address. Such documents will include announcements, and annual and semiannual reports, but will not include contract-specific information such as transaction confirmations and statements. This service, known as "householding," reduces expenses, environmental waste, and the volume of mail I receive. If I do not wish to participate in this service and prefer to receive my own contract owner documents, I have checked the box below.

I elect **NOT** to participate in householding.

**6. BENEFICIARIES** If a beneficiary classification is not indicated, the class for that beneficiary will be primary. Multiple beneficiaries will share the death benefit equally, unless otherwise specified. For contracts owned by a non-individual custodian (including IRAs) or other non-natural owners, the beneficiary will be the owner listed on the application and information provided below will not be valid. Use Section 13, Special Requests, to provide additional beneficiary information.

Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %

**7. CONTRACT TYPE** Select ONE.

[  Non-Qualified<sup>1,2</sup>    SIMPLE IRA<sup>4</sup>    Roth IRA    401(a)<sup>6</sup>    Individual(k)<sup>7</sup>    457(b) - 501(c) tax exempt<sup>6</sup>  
 IRA<sup>3</sup>    SEP-IRA    TSA/403(b)<sup>5</sup>    401(k)<sup>6</sup>    457(b) - gov't. entity<sup>6</sup>    Keogh/HR-10<sup>6</sup> ]

[ <sup>1</sup> For trust-owned contracts, complete Trustee Certification and Disclosure. <sup>2</sup> For non-qualified contracts, if owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. <sup>3</sup> For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification. <sup>4</sup> Complete SIMPLE IRA Employer Information. <sup>5</sup> Complete TSA Certification. <sup>6</sup> Complete Qualified Plan and 457(b) Plan Disclosure. <sup>7</sup> Complete Individual(k) Qualified Plan Disclosure.]



**8. INITIAL PURCHASE PAYMENT**

**8A. NON-QUALIFIED CONTRACT PAYMENT TYPE**

Indicate type of initial payment.

1035 exchange(s)/estimated transfer...\$ \_\_\_\_\_

Amount enclosed.....\$25,000 \_\_\_\_\_

**8B. QUALIFIED CONTRACT PAYMENT TYPE** Indicate type of initial payment. If no year is indicated, contribution defaults to current tax year.

Transfer \$ \_\_\_\_\_

Rollover \$ \_\_\_\_\_

Contribution \$ \_\_\_\_\_ for tax year \_\_\_\_\_

**9. REPLACEMENT**

**9A. EXISTING INSURANCE**

  Yes  No

Do you have any existing life insurance or annuity contracts with this or any other company?  
(Default is "Yes" if neither box is checked.)

**9B. REPLACEMENT**

  Yes  No

Will the purchase of this annuity result in the replacement, termination or change in value of any existing life insurance or annuity in this or any other company? If "Yes," provide the information below for each policy or contract being replaced and attach any required state replacement and/or 1035 exchange/transfer forms

Insurance Company Name	Policy or Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity
Insurance Company Name	Policy or Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity

**10. OPTIONAL RIDERS** Subject to state availability. To qualify for [CoreIncome Advantage5, or Automatic Income Builder rider] benefits, the entire contract value must stay invested in allowable allocation options Pacific Life makes available for the riders. Note: Optional Guaranteed Minimum Withdrawal Benefit Riders are not available with Inherited IRA and Inherited TSA business.

**Guaranteed Minimum Withdrawal Benefit** Select one.  
 CoreIncome Advantage5 Annuitant(s) must not be over age 85 at issue.  
 Automatic Income Builder Annuitant(s) must not be over age 85 at issue.]

If any rider selected in this section cannot be added to the contract due to age and/or other rider restrictions or state availability, the contract will be issued without that rider.

**11. DOLLAR COST AVERAGING** If elected, 100% of your initial investment will be allocated to the DCA Plus term unless you indicate a different percentage below. If you select a Custom Model in Section 14 and are using DCA Plus, you must allocate 100% of your investment to the DCA Plus term. If you select Portfolio Optimization, Asset Allocations Strategies or Individual Investments and a percentage less than 100% is indicated, the remainder of the purchase payment will be allocated pro rata to the allocations selected. To indicate a source account other than DCA Plus, use Section 13, Special Requests, or the [Transfers and Allocations form]. Note: Only DCA Plus may be used with Custom Models.

**DCA Plus Term** Select One.

[  6 months  12 months

\_\_\_\_\_ % of initial investment. Default will be 100% if not indicated or if a Custom Model is selected in Section 14. ]

**12. REBALANCING** Choose one rebalancing frequency. Rebalancing is optional unless you select a Custom Model in Section 14. If you select a Custom Model, rebalancing will be quarterly.

[  Quarterly†  Semiannually  Annually ]

†Required with a Custom Model selected in Section 14.

**13. FRAUD NOTICE** The following states require insurance companies to provide a fraud warning statement. Refer to the fraud warning statement for your state as indicated below. Please check for state product availability.

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

**New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

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



**14. ALLOCATION OPTIONS** Use this section to allocate 100% of your investment. Use whole percentages only. **IMPORTANT:** To be eligible for an optional rider in Section 10, you must select ONE of the following options:

- I. **Asset Allocation Models & Sample Portfolios:** Select one model. 100% of your investment will be allocated to the model selected.  
 [Note: Model E and the All Equity Sample Portfolio are not an available allocation option for use with Optional Riders in Section 10.]
- II. **Asset Allocation Strategies:** Indicate the percentage of your investment for each Asset Allocation Strategy. Allocations may be among these strategies and must total 100%.
- III. **Custom Models:** Indicate no more than 15% in any individual investment. In addition, you must allocate at least 25% into each of Categories A, B, and C. Categories A, B, C, and D must total 100%. Category D is optional provided the previous requirements are met. You may allocate up to 25% into an individual investment in Category D. Custom Models will be rebalanced quarterly to the allocations selected.

If you want to select individual investments and are **NOT** choosing an optional rider in Section 10, you may indicate any combination of investments in Option III. Allocations must total 100%.

<b>Models and Sample Portfolios</b>	<b>OPTION I: ASSET ALLOCATION MODELS &amp; SAMPLE PORTFOLIOS</b> <i>Select only one.</i>	
	Portfolio Optimization Models: <input checked="" type="checkbox"/> Model A <input type="checkbox"/> Model C <input type="checkbox"/> Model E <input type="checkbox"/> Model B <input type="checkbox"/> Model D	Edward Jones Sample Portfolios: <input type="checkbox"/> Balanced: Growth & Income <input type="checkbox"/> Growth Focus <input type="checkbox"/> Balanced Toward Growth <input type="checkbox"/> All Equity ]
<b>Asset Allocation Strategies</b>	<b>OPTION II: ASSET ALLOCATION STRATEGIES</b>	
	100% allocation to one or a combination of these strategies is approved for selection of an optional rider in Section 10. [ _____ % Pacific Dynamix-Conservative Growth Portfolio    _____ % Franklin Templeton VIP Founding Funds _____ % Pacific Dynamix-Moderate Growth Portfolio    _____ % GE Investments Total Return Fund _____ % Pacific Dynamix-Growth Portfolio    _____ % Invesco Van Kampen V.I. Global Tactical Asset Allocation Fund _____ % AllianceBernstein VPS Balanced Wealth Strategy    _____ % Invesco V.I. Global Multi-Asset Fund _____ % BlackRock Global Allocation V.I. Fund    _____ % PIMCO Global Multi-Asset Portfolio]	
	<b>OPTION III</b> <i>Select one:</i> <input type="checkbox"/> <b>CUSTOM MODEL</b> <input type="checkbox"/> <b>INDIVIDUAL INVESTMENTS</b>	
	<b>Custom Models:</b> For Custom Models only, Categories A, B, and C indicate no more than 15% in any individual investment. In addition, you must allocate at least 25% into each of Categories A, B, and C. Categories A, B, C, and D must total 100%. Category D is optional provided the previous requirements are met. You may allocate up to 25% into an individual investment in Category D. <b>Individual Investments:</b> If you want to select individual investments and are not choosing an optional rider in Section 10, you may indicate any combination of investments. Allocations must total 100%.	
<b>Category A Fixed-Income Portfolios</b>	[ _____ % Franklin Templeton - Templeton Global Bond Securities Fund    _____ % PAM - High Yield Bond _____ % Goldman Sachs - Short Duration Bond    _____ % PIMCO - Managed Bond _____ % Lord Abbett - Total Return Portfolio-VC    _____ % PIMCO - Inflation Managed _____ % PAM - Cash Management    _____ % Western Asset Management - Diversified Bond]	
<b>Category B Domestic Equity Portfolios</b>	[ _____ % Alger - Small-Cap Growth    _____ % Janus - Focused 30 _____ % BlackRock - Capital Appreciation V.I. Fund    _____ % Lazard - Mid-Cap Equity _____ % BlackRock - Equity Index    _____ % MFS - Investors Growth Stock Series _____ % BlackRock - Mid-Cap Value    _____ % MFS - MFS Value Series _____ % BlackRock - Small-Cap Index    _____ % Morgan Stanley - Mid-Cap Growth _____ % ClearBridge - Large-Cap Value    _____ % NFJ - Small-Cap Value _____ % Franklin Templeton/BlackRock - Small-Cap Equity    _____ % Oppenheimer - Main Street® Core _____ % Invesco - Comstock    _____ % T. Rowe Price - Dividend Growth _____ % Janus - Growth LT    _____ % UBS - Large-Cap Growth]	
<b>Category C International Equity and Sector Portfolios</b>	[ _____ % AllianceBernstein - International Value    _____ % MFS - International Large-Cap _____ % Batterymarch - International Small-Cap    _____ % Morgan Stanley - Real Estate _____ % Franklin Templeton - Mutual Global Discovery Securities Fund    _____ % Oppenheimer - Emerging Markets]	
<b>Category D Asset Allocation Strategies</b>	[ _____ % Pacific Dynamix-Conservative Growth Portfolio    _____ % Franklin Templeton VIP Founding Funds _____ % Pacific Dynamix-Moderate Growth Portfolio    _____ % GE Investments Total Return Fund _____ % Pacific Dynamix-Growth Portfolio    _____ % Invesco Van Kampen V.I. Global Tactical Asset Allocation Fund _____ % AllianceBernstein VPS Balanced Wealth Strategy    _____ % Invesco V.I. Global Multi-Asset Fund _____ % BlackRock Global Allocation V.I. Fund    _____ % PIMCO Global Multi-Asset Portfolio]	
	CATEGORIES A - D MUST TOTAL 100%	
	_____ % Total	



**15. SPECIAL REQUESTS** *If additional space is needed, attach a letter signed and dated by the owner(s).*

--

**16. STATEMENT OF OWNER(S)** I understand that federal law requires all financial institutions to obtain the name, residential address, date of birth, Social Security or taxpayer identification number, and any other information necessary to sufficiently verify the identity of each customer. I understand that failure to provide this information could result in the annuity contract not being issued, delayed or unprocessed transactions, or annuity contract termination. I, the owner(s), understand that I have applied for a variable annuity contract ("contract") issued by Pacific Life Insurance Company ("company"). I received prospectuses for this variable annuity contract. After reviewing my financial background with my registered representative, I believe this contract, including the benefits of its insurance features, will meet my financial objectives based in part upon my age, income, net worth, and tax status, and any existing investments, annuities, or other insurance products I own. If applicable, I considered the appropriateness of full or partial replacement of any existing life insurance or annuity. I also considered my liquidity needs, risk tolerance, and investment time horizon when selecting variable investment options. I understand the terms and conditions related to any optional rider applied for and believe that the rider(s) meet(s) my insurable needs and financial objectives. I have discussed all fees and charges for this contract with my registered representative, including withdrawal charges, if applicable. I understand that if I cancel a contract issued as a result of this application without penalty during the Right to Cancel initial review period, depending upon the state where my contract is issued, it is possible the amount refunded may be less than the initial amount I invested due to the investment experience of my selected investment options. If I am an active duty member of the United States Armed Forces (including active duty military reserve personnel), I confirm that this application was not solicited and/or signed on a military base or installation, and I have received from the registered representative the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act. I certify, under penalties of perjury, that I am a U.S. person (including a U.S. resident alien) and that the taxpayer identification number is correct. All answers to questions and statements made on this application are to the best of my knowledge and belief. **I UNDERSTAND THAT BENEFITS AND VALUES PROVIDED UNDER THE CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.**

Owner's Signature <i>John James Doe</i>	Date (mo/day/yr) 01/01/2011	Signed at: City Anytown	State CA
Joint Owner's Signature (if applicable) 	Date (mo/day/yr) 		

**17. REGISTERED REPRESENTATIVE'S STATEMENT**

<b>17A.</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you have any reason to believe that the applicant has any existing life insurance policies or annuity contracts? (Default is "Yes" if neither box is checked.)
<b>17B.</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you have reason to believe that any existing life insurance policy or annuity contract has been (or will be) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the contract applied for will be issued?

If "Yes," I affirm that I have instructed the applicant to answer "Yes" to the replacement question in Section 9B of this application. I hereby certify that I have used only Pacific Life's approved sales material in connection with this sale and that copies of all sales materials used were left with the applicant. Any insurer-approved electronically presented sales materials will be provided in printed form to the applicant no later than at the time of the policy or contract delivery. I further certify that I have discussed the appropriateness of replacement and followed Pacific Life's written replacement guidelines. I have explained to the owner(s) how the annuity will meet their insurable needs and financial objectives. I certify that I have reviewed this application and have determined that its proposed purchase is suitable as required under law, based in part on information provided by the owner, as applicable, including age, income, net worth, and tax status, and any existing investments and insurance program. I further certify that I have also considered the owner's liquidity needs, risk tolerance, and investment time horizon; that I followed my broker/dealer's suitability guidelines in both the recommendation of this annuity and the choice of investment options; and that this application is subject to review for suitability by my broker/dealer. I further certify that I have truly and accurately recorded on the application the information provided to me by the applicant. If the applicant is an active duty member of the United States Armed Forces (including active duty military reserve personnel), I certify that this application was not solicited and/or signed on a military base or installation, and I provided to the applicant the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act. **I further certify that, prior to soliciting the contract applied for, I have completed all state mandated annuity, insurance, and/or product training and agree to provide documentation of such completion upon request by Pacific Life.**

Soliciting Registered Representative's Signature <i>John Brown</i>	Print Registered Representative's Full Name John Brown	Insurance License Number 123AAA
Registered Representative's Telephone Number (123) 333-3333	Registered Representative's E-Mail Address jbrown@internet.net	Option [ <input checked="" type="checkbox"/> A ]
Broker/Dealer's Name Brown & Co.	Brokerage Account Number (optional)	





**CORE WITHDRAWAL BENEFIT II-A RIDER**

**Pacific Life Insurance Company**, a stock company, has issued this Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

The numeric examples contained in this Rider are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time.

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**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Annual RMD Amount** – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the oldest Owner (or Annuitant, in the case of a Non-Natural Owner) is age [65] or older when the first withdrawal was taken or the most recent reset occurred, whichever is later, the Protected Payment Amount on any day after the Rider Effective Date is equal to [5.0%] multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year.

If the oldest Owner (or Annuitant, in the case of a Non-Natural Owner) is younger than age [65] when the first withdrawal was taken or the most recent reset occurred, whichever is later, the Protected Payment Amount on any day after the Rider Effective Date is equal to the lesser of:

- (a) [5.0%] multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year; or
- (b) the Remaining Protected Balance as of that day.

The Protected Payment Amount will never be less than zero.

**Protected Payment Base** – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider.

**Remaining Protected Balance** – The amount available for future withdrawals made under this Rider. The Remaining Protected Balance will never be less than zero.

**Quarterly Rider Anniversary** – Every three month anniversary of the Rider Effective Date.

**Reset Date** – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

**Core Withdrawal Benefit II-A Rider** – You have purchased a Core Withdrawal Benefit II-A Rider. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider;
- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (c) provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base and Remaining Protected Balance.

This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date: (a) the age of each Annuitant is [85] years or younger; (b) the Contract is not issued as an Inherited IRA or Inherited TSA; and (c) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

**Annual Charge** – An annual charge for expenses related to this Rider will be deducted on a quarterly basis. The annual charge is equal to [0.65%] ([0.1625%] quarterly) and will not exceed a maximum annual charge percentage of 1.20% (0.30% quarterly).

The charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the variable Investment Options on a proportionate basis relative to the Account Value in each such variable Investment Option. Any portion of the annual charge will not be deducted from the DCA Plus fixed account (if available under the Contract).

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarterly Rider Anniversary will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

We will waive the charge for the current quarter in the following cases:

- (a) if the Rider terminates as a result of the death of an Owner or sole surviving Annuitant;
- (b) upon full annuitization of the Contract;
- (c) after the Contract Value is zero.

Any portion of the annual charge we deduct from any of our fixed-rate General Account Investment Options (if available under the Contract) will not be greater than the annual interest credited in excess of that option's minimum guaranteed interest rate.

**Change in Annual Charge** – The annual charge percentage, and corresponding deduction, may change as a result of any automatic reset or Owner-elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base and Remaining Protected Balance are never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Initial Values** – The Protected Payment Base and Remaining Protected Balance are initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base and Remaining Protected Balance are equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary. The initial Protected Payment Amount on the Rider Effective Date is equal to [5.0%] multiplied by the Protected Payment Base.

**Subsequent Purchase Payments** – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base and Remaining Protected Balance by the amount of the Purchase Payment.

**Limitation on Subsequent Purchase Payments** – For purposes of this Rider, in no event may any Purchase Payment received on or after the first (1st) Contract Anniversary, measured from the Rider Effective Date or the most recent Reset Date, whichever is later, result in the total of all Purchase Payments received since that Contract Anniversary to exceed \$100,000, without our prior approval.

This provision only applies if the Contract permits Purchase Payments after the first (1st) Contract Anniversary, measured from the Contract Date.

For purposes of this Rider, we reserve the right to restrict subsequent Purchase Payments.

**Withdrawal of Protected Payment Amount** – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged. Immediately following the withdrawal, the Remaining Protected Balance will decrease by the withdrawal amount.

**Withdrawals Exceeding Protected Payment Amount** – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base and Remaining Protected Balance. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero;
- (d) Determine the new Remaining Protected Balance which equals the lesser of:
  1. (Remaining Protected Balance immediately prior to the withdrawal minus the Protected Payment Amount immediately prior to the withdrawal) multiplied by (1 minus B); or
  2. The Remaining Protected Balance immediately prior to the withdrawal minus the total withdrawal amount.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

**Death Benefit Amount Adjustment** – If a withdrawal, including an RMD withdrawal as described in the **Withdrawals to Satisfy Required Minimum Distribution** provision, does not exceed the value of the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Death Benefit Amount by the amount of the withdrawal.

If a withdrawal, except an RMD withdrawal, exceeds the value of the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Death Benefit Amount. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine (“B”) where B equals the Contract Value immediately prior to the withdrawal minus the Protected Payment Amount immediately prior to the withdrawal;
- (c) Determine the ratio for proportionate reduction (“C”) where C equals (A divided by B);
- (d) Determine the new Death Benefit Amount which equals the greater of:

1. The Contract Value as of that day, minus any withdrawals that day; or
2. The aggregate Purchase Payments reduced by previous Death Benefit Amount Adjustments minus the Protected Payment Amount and then multiplied by (1-C).

This provision does not apply if 1) the Rider is terminated prior to the death of an Owner or sole surviving Annuitant; or 2) you have an optional death benefit rider.

**Withdrawals to Satisfy Required Minimum Distribution** – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “**RMD withdrawal**”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

Immediately following an RMD withdrawal, the Remaining Protected Balance will decrease by the RMD withdrawal amount.

**Depletion of Contract Value** – If a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) if the oldest Owner (or Annuitant, in the case of a Non-Natural Owner):
  - (i) was younger than age [65] when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, the Protected Payment Amount will be paid each year until the Remaining Protected Balance is reduced to zero; or
  - (ii) was age [65] or older when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, the Protected Payment Amount will be paid each year until the day of the first death of an Owner or the date of death of the sole surviving Annuitant.

The payments under subparagraphs (a)(i) and (a)(ii) above will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;

- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) any Remaining Protected Balance will not be available for payment in a lump sum and will not be applied to provide payments under an Annuity Option; and
- (d) the Contract will cease to provide any death benefit.

**Depletion of Remaining Protected Balance** – If a withdrawal reduces the Remaining Protected Balance to zero and Contract Value remains, the following will apply:

If the oldest Owner (or Annuitant, in the case of a Non-Natural Owner):

- (a) was younger than age [65] when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, this Rider will terminate; or
- (b) was age [65] or older when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, you may elect to withdraw up to the Protected Payment Amount each year until the day of the first death of an Owner or the date of death of the sole surviving Annuitant.

If a withdrawal made under subparagraph (b) (except an RMD withdrawal) taken from the Contract exceeds the Protected Payment Amount, the Protected Payment Base will be reduced according to the **Withdrawals Exceeding Protected Payment Amount** provision of this Rider.

Any death benefit proceeds to be paid to the Beneficiary from remaining Contract Value will be paid as described under the **Death Benefit** provisions of the Contract.

**Automatic Reset** – On each Contract Anniversary while this rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base and Remaining Protected Balance if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base and Remaining Protected Balance will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any automatic reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each automatic reset.

**Automatic Reset - Opt-Out Election** – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Remaining Protected Balance, Protected Payment Amount and the annual charge percentage to their respective amounts immediately before the automatic reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

**Automatic Reset – Future Participation** – You may elect not to participate in future automatic resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in automatic resets, you may re-elect to participate in future automatic resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

**Owner-Elected Resets (Non-Automatic)** – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Remaining Protected Balance and Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Remaining Protected Balance and Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the reset is effective. This option may result in a reduction in the Protected Payment Base, Remaining Protected Balance, and Protected Payment Amount. We will provide you with written confirmation of your election.

**Application of Rider Provisions** – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of quarterly charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

**Annuitization** – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount calculated based on the Net Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only fixed annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base, Remaining Protected Balance and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

**Continuation of Rider if Surviving Spouse Continues Contract** – If the Contract Value or Remaining Protected Balance is at zero when the Owner dies, this Rider will terminate. If the Contract Value and Remaining Protected Balance are greater than zero and the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Remaining Protected Balance is reduced to zero.

The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries. If a reset takes place, then the provisions of this Rider will continue in full force and in effect for the surviving spouse.

**Termination of Rider** – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the day the Remaining Protected Balance is reduced to zero;
- (c) the day of the first death of an Owner or the date of death of the sole surviving Annuitant;
- (d) the day the Contract is terminated in accordance with the provisions of the Contract;
- (e) the day we are notified of a change in ownership of the Contract to a non-spouse Owner if the Contract is non-qualified, excluding changes in ownership to or from certain trusts; or
- (f) the Annuity Date;
- (g) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount.

This Rider will not terminate under subparagraph (b) above if the oldest Owner (or Annuitant, in the case of a Non-Natural Owner) was age [65] or older when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later.

This Rider and the Contract will not terminate under subparagraph (d) above if at the time of this event, the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount. In this case, the Rider and Contract will terminate under:

- (i) subparagraph (b) if the oldest Owner (or Annuitant, in the case of a Non-Natural Owner) was younger than age [65] when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later; or
- (ii) subparagraph (c) if the oldest Owner (or Annuitant, in the case of a Non-Natural Owner) was age [65] or older when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later.

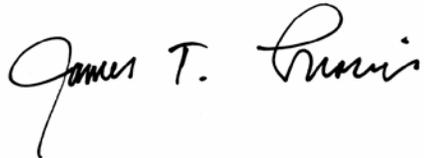
**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

**PACIFIC LIFE INSURANCE COMPANY**

[



Chairman and Chief Executive Officer



Secretary ]

DRAFT

## CORE WITHDRAWAL BENEFIT II-A RIDER

### SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 6 are based on the following assumptions:

- Rider purchased at Contract issue by a 64-year old
- Automatic resets are shown if applicable
- Investment returns are random

#### Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal	Contract Value After Transaction	Protected Payment Base	Remaining Protected Balance	Protected Payment Amount
Beginning of Year 1	\$100,000		[\$96,500]	\$100,000	\$100,000	\$5,000

#### Example 2: Subsequent Purchase Payment

Contract Year	Purchase Payment	Withdrawal	Contract Value After Transaction	Protected Payment Base	Remaining Protected Balance	Protected Payment Amount
Beginning of Year 1	\$100,000		[\$96,500]	\$100,000	\$100,000	\$5,000
Activity	\$100,000		[\$193,000]	\$200,000	\$200,000	\$10,000
Beginning of Year 2			\$207,000	\$207,000	\$207,000	\$10,350

- Since a subsequent purchase payment of \$100,000 was made in the first Contract Year, the Protected Payment Base and Remaining Protected Balance are increased by the amount of the purchase payment and the Protected Payment Amount is adjusted to equal 5% of the new Protected Payment Base.
- An automatic Reset takes place at the beginning of Contract Year 2, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base and Remaining Protected Balance to \$207,000. Also, the Protected Payment Amount increases to \$10,350 (5% x \$207,000).

### Example 3: Compliant Withdrawals

Contract Year	Purchase Payment	Withdrawal	Contract Value After Transaction	Protected Payment Base	Remaining Protected Balance	Protected Payment Amount
Beginning of Year 1	\$100,000		[\$96,500]	\$100,000	\$100,000	\$5,000
Activity	\$100,000		[\$193,000]	\$200,000	\$200,000	\$10,000
Beginning of Year 2			\$207,000	\$207,000	\$207,000	\$10,350
Activity		\$5,000	\$204,000	\$207,000	\$202,000	\$5,350
Beginning of Year 3			\$205,000	\$207,000	\$202,000	\$10,350
Beginning of Year 4			\$215,000	\$215,000	\$215,000	\$10,750

- Since a compliant withdrawal takes place in Contract Year 2, the Protected Payment Base remains the same (\$207,000) and the Remaining Protected Balance (\$202,000) and Protected Payment Amount (\$5,350) are reduced by the amount of the withdrawal (\$5,000).
- At the beginning of Contract Year 3, a Reset does not take place since the Contract Value (\$205,000) is less than the Protected Payment Base (\$207,000). The Protected Payment Base (\$207,000) and the Remaining Protected Balance (\$202,000) remain the same and the Protected Payment Amount is reset to \$10,350 (5% x 207,000).
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$207,000). This resets the Protected Payment Base and Remaining Protected Balance to \$215,000. Also, the Protected Payment Amount increases to \$10,750 (5% x \$215,000).

### Example 4: Non-Compliant Withdrawals

Contract Year	Purchase Payment	Withdrawal	Contract Value After Transaction	Protected Payment Base	Remaining Protected Balance	Protected Payment Amount
Beginning of Year 1	\$100,000		[\$96,500]	\$100,000	\$100,000	\$5,000
Activity	\$100,000		[\$193,000]	\$200,000	\$200,000	\$10,000
Beginning of Year 2			\$207,000	\$207,000	\$207,000	\$10,350
Activity		\$20,000	\$182,000	\$196,567	\$186,739	\$0
Beginning of Year 3			\$192,000	\$196,567	\$186,739	\$9,828
Beginning of Year 4			\$215,000	\$215,000	\$215,000	\$10,750

- Due to the non-compliant withdrawal of \$20,000 made in Contract Year 2, the Protected Payment Base is reduced to \$196,567 and the Remaining Protected Balance is reduced to \$186,739.
  - $A = \$9,650 = (\$20,000 - \$10,350)$
  - $B = 0.0504 = \$9,650 / (\$202,000 - \$10,350)$
  - $PPB = \$196,567 = \$207,000 \times (1 - 0.0504)$
  - $RPB = \$186,739 = \text{lesser of:}$ 
    - $\$186,739 = (\$207,000 - \$10,350) \times (1 - 0.0504); \text{ or}$
    - $\$187,000 = (\$207,000 - \$20,000)$
  - At the beginning of Contract Year 3, the Protected Payment Amount is reset to \$9,828 (5% x \$196,567)
- An automatic Reset takes place at the beginning of Contract Year 4, since the Contract Value (\$215,000) is higher than the Protected Payment Base (\$196,567). This resets the Protected Payment Base and Remaining Protected Balance to \$215,000. Also, the Protected Payment Amount increases to \$10,750 (5% x \$215,000).

**Example 5: Death Benefit Amount Adjustment for Withdrawal of Less than the Protected Payment Amount**

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Standard Death Benefit	Protected Payment Amount
Beginning of Year 1	\$100,000		[\$96,500]	\$100,000	\$5,000
Beginning of Year 2			\$80,000	\$100,000	\$5,000
Activity		\$5,000	\$75,000	\$95,000	\$0

- Since a withdrawal of less than or equal to the Protected Payment Amount takes place in Contract Year 2, the standard death benefit amount is reduced by the amount of the withdrawal (\$5,000) to \$95,000.

**Example 6: Death Benefit Amount Adjustment for Withdrawal Exceeding the Protected Payment Amount**

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Standard Death Benefit	Protected Payment Amount
Beginning of Year 1	\$100,000		[\$96,500]	\$100,000	\$5,000
Beginning of Year 2			\$80,000	\$100,000	\$5,000
Activity		\$20,000	\$60,000	\$76,000	\$0

- Due to the withdrawal of \$20,000 that exceeded the Protected Payment Amount in Contract Year 2, the standard death benefit amount is reduced to \$76,000.
  - $A = \$15,000 = (\$20,000 - \$5,000)$
  - $B = \$75,000 = (\$80,000 - \$5,000)$ ; \$80,000 is Contract Value prior to \$20,000 withdrawal
  - $C = 0.2000 = (\$15,000 / (\$75,000))$ ;
  - $D = \text{New Death Benefit Amount} = \$76,000 = \text{greater of:}$ 
    - \$60,000 (Contract Value as of that day, minus any withdrawals as of that day); or
    - $\$76,000 (\$100,000 - \$5,000) \times (1 - 0.2000)$



**GUARANTEED WITHDRAWAL BENEFIT III-B RIDER**

**Pacific Life Insurance Company** has issued this Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

The numeric examples contained in this Rider are based on certain hypothetical assumptions and are for example purposes only. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time.

**The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of monthly income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.**

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**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Annual RMD Amount** – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the oldest Owner (or Annuitant, in the case of an Owner who is a Non-Natural Owner) is age [59½] or older when the first withdrawal was taken or the most recent reset, whichever is later, the Protected Payment Amount on any day after the Rider Effective Date is equal to the withdrawal percentage multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year

If the oldest Owner (or Annuitant, in the case of an Owner who is a Non-Natural Owner) is younger than age [59½] when the first withdrawal was taken or the most recent reset, whichever is later, the Protected Payment Amount on any day after the Rider Effective Date is equal to the lesser of:

- (a) the withdrawal percentage multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year; or
- (b) the Remaining Protected Balance as of that day.

The Protected Payment Amount will never be less than zero.

**Protected Payment Base** – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.

**Remaining Protected Balance** – The amount available for future withdrawals made under this Rider. The Remaining Protected Balance will never be less than zero.

**Reset Date** – Any Contract Anniversary after the Rider Effective Date on which an automatic reset or an Owner-elected reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

**Guaranteed Withdrawal Benefit III-B Rider** – You have purchased a Guaranteed Withdrawal Benefit III-B Rider. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider;
- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (c) provides for automatic annual resets or Owner-elected resets of the Protected Payment Base and Remaining Protected Balance.

This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date: (a) the age of each Annuitant is [85] years or younger; and (b) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider.

**Annual Charge** – An annual charge for expenses related to this Rider will be deducted on a quarterly basis. The annual charge is equal to [1.05% (0.2625%] quarterly) and will not exceed a maximum annual charge percentage of 1.50% (0.375% quarterly).

The charge is deducted, in arrears, on each Quarterly Rider Anniversary that this Rider remains in effect. The charge is equal to the quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the variable Investment Options on a proportionate basis relative to the Account Value in each such variable Investment Option. No portion of the annual charge will be deducted from the DCA Plus Fixed Option (if available under the Contract).

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior Quarterly Rider Anniversary will be deducted from the Contract Value on that Quarterly Rider Anniversary.

If the Rider terminates prior to a Quarterly Rider Anniversary, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day the Rider terminates.

We will waive the charge for the current quarter in the following cases:

- (a) if the Rider terminates as a result of the death of an Owner or sole surviving Annuitant;
- (b) upon full annuitization of the Contract;
- (c) after the Contract Value is zero.

Any portion of the annual charge we deduct from any of our fixed-rate General Account Investment Options (if available under the Contract) will not be greater than the annual interest credited in excess of that option's minimum guaranteed interest rate.

**Change in Annual Charge** – The annual charge percentage may change as a result of any automatic reset or Owner-elected reset. The annual charge percentage will never exceed the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base and Remaining Protected Balance are never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Initial Values** – The Protected Payment Base and Remaining Protected Balance are initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base and Remaining Protected Balance are equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary.

The initial Protected Payment Amount on the Rider Effective Date is equal to the applicable withdrawal percentage (based on the Owner's age at the time of purchase) multiplied by the Protected Payment Base.

**Subsequent Purchase Payments** – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base and Remaining Protected Balance by the amount of the Purchase Payment.

**Limitation on Subsequent Purchase Payments** – For purposes of this Rider, in no event may any Purchase Payment received on or after the first (1st) Contract Anniversary, measured from the Rider Effective Date or the most recent Reset Date, whichever is later, result in the total of all Purchase Payments received since that Contract Anniversary to exceed \$100,000, without our prior approval.

This provision only applies if the Contract permits Purchase Payments after the first (1st) Contract Anniversary, measured from the Contract Date.

For purposes of this Rider, we reserve the right to restrict subsequent Purchase Payments.

**Withdrawal Percentage** – On or prior to the date of first withdrawal (measured from the later of the Rider Effective Date or most recent Reset Date), the withdrawal percentage is determined as follows based on the oldest Owner's age (or Annuitant in the case of a non-natural Owner):

Age	Withdrawal Percentage
Before [59½]	[4.0%]
[59½] – 64	[4.0%]
65 – 69	[4.0%]
70-74	[5.0%]
75-79	[5.0%]
80-84	[5.0%]
85 and older	[6.0%]

An additional percentage amount of [0.10%] is added to the withdrawal percentages in the above table on each Contract Anniversary following the Rider Effective Date if, on such Contract Anniversary:

1. the oldest Owner (or Annuitant in the case of a non-natural Owner) has reached the age of [59½]; and
2. no withdrawals have been taken after the Rider Effective Date.

If the first withdrawal (measured from the later of the Rider Effective Date or most recent Reset Date) is taken on or after age [59½]:

- The withdrawal percentage will automatically increase according to the above table based on the oldest Owner's age (or Annuitant in the case of a non-natural Owner) as of the most recent Contract Anniversary.

If the first withdrawal (measured from the later of the Rider Effective Date or most recent Reset Date) is taken prior to age [59½]:

- The withdrawal percentage determined at the time of first withdrawal will remain unchanged unless a reset occurs. Once a reset occurs, the withdrawal percentage will be the determined at the time of the first withdrawal following such reset.

**Withdrawal of Protected Payment Amount** – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged. Immediately following the withdrawal, the Remaining Protected Balance will decrease by the withdrawal amount.

**Withdrawals Exceeding Protected Payment Amount** – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base and Remaining Protected Balance. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine the ratio for proportionate reduction (“B”) where B equals A divided by the (Contract Value immediately prior to the withdrawal minus the Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero;
- (d) Determine the new Remaining Protected Balance which equals the lesser of:
  1. (Remaining Protected Balance immediately prior to the withdrawal minus the Protected Payment Amount immediately prior to the withdrawal) multiplied by (1 minus B); or

2. the Remaining Protected Balance immediately prior to the withdrawal minus the total withdrawal amount.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

**Death Benefit Amount Adjustment** – If a withdrawal, including an RMD withdrawal as described in the **Withdrawals to Satisfy Required Minimum Distribution** provision, does not exceed the value of the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Death Benefit Amount by the amount of the withdrawal.

If a withdrawal, except an RMD withdrawal, exceeds the value of the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Death Benefit Amount. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine (“B”) where B equals the Contract Value immediately prior to the withdrawal minus the Protected Payment Amount immediately prior to the withdrawal;
- (c) Determine the ratio for proportionate reduction (“C”) where C equals (A divided by B);
- (d) Determine the new Death Benefit Amount which equals the greater of:
  1. The Contract Value as of that day, minus any withdrawals that day; or
  2. The aggregate Purchase Payments reduced by previous Death Benefit Amount Adjustments minus the Protected Payment Amount and then multiplied by (1-C).

This provision does not apply if 1) the Rider is terminated prior to the death of an Owner or sole surviving Annuitant; or 2) you have an optional death benefit rider. If you have an optional death benefit rider, adjustments for withdrawals are made pursuant to the optional death benefit rider provisions.

**Withdrawals to Satisfy Required Minimum Distribution** – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “**RMD withdrawal**”) is for purposes of satisfying the minimum distribution requirements of the Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

Immediately following a RMD withdrawal, the Remaining Protected Balance will decrease by the RMD withdrawal amount.

**Depletion of Contract Value** – If a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) if the oldest Owner (or Annuitant, in the case of an Owner who is a Non-Natural Owner):
  - (i) was younger than age [59½ ]when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, the Protected Payment Amount will be paid each year until the Remaining Protected Balance is reduced to zero; or

- (ii) was age [59½] or older when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, the Protected Payment Amount will be paid each year until the day of the death of an Owner or the date of death of the sole surviving Annuitant.

The payments under subparagraphs (a)(i) and (a)(ii) above will be made through a series of pre-authorized withdrawals with a payment frequency, as elected by the Owner, but no less frequently than annually;

- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) any Remaining Protected Balance will not be available for payment in a lump sum and will not be applied to provide payments under an Annuity Option; and
- (d) the Contract will cease to provide any death benefit.

If the Owner or sole surviving Annuitant dies and the Contract Value is zero as of the date of death, any Remaining Protected Balance will be paid to the Beneficiary under the series of pre-authorized withdrawals and payment frequency then in effect at the time of the Owner's or sole surviving Annuitant's death.

**Depletion of Remaining Protected Balance** – If a withdrawal reduces the Remaining Protected Balance to zero and Contract Value remains, the following will apply:

If the oldest Owner (or Annuitant, in the case of an Owner who is a Non-Natural Owner):

- (a) was younger than age [59½] when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, this Rider will terminate; or
- (b) was age [59½] or older when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, you may elect to withdraw up to the Protected Payment Amount each year until the day of the death of an Owner or the date of death of the sole surviving Annuitant.

If a withdrawal (except an RMD withdrawal) taken from the Contract exceeds the Protected Payment Amount, the Protected Payment Base will be reduced according to the **Withdrawals Exceeding Protected Payment Amount** provision of this Rider.

Any death benefit proceeds to be paid to the Beneficiary from remaining Contract Value will be paid as described under the **Death Benefit** provisions of the Contract.

**Automatic Reset** – On each Contract Anniversary while this rider is in effect and before the Annuity Date we will automatically reset the Protected Payment Base and Remaining Protected Balance if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base and Remaining Protected Balance will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any automatic reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each automatic reset.

**Automatic Reset – Opt-Out Election** – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Remaining Protected Balance, Protected Payment Amount and the annual charge percentage to their respective amounts immediately before the automatic reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

**Automatic Reset – Future Participation** – You may elect not to participate in future automatic resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in automatic resets, you may re-elect to participate in future automatic resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our

Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

**Owner-Elected Resets (Non-Automatic)** – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Remaining Protected Balance and Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Remaining Protected Balance and Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the reset is effective. This option may result in a reduction in the Protected Payment Base, Remaining Protected Balance, and Protected Payment Amount. The reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. We will provide you with written confirmation of your election.

**Application of Rider Provisions** – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. A reset does not start a new period in which additional percentage amounts accrue in delay of withdrawal situations. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of annual charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

**Annuitization** – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount calculated based on the Net Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only fixed annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base, Remaining Protected Balance and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

**Continuation of Rider if Surviving Spouse Continues Contract** – If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Remaining Protected Balance is reduced to zero. If the Remaining Protected Balance is at zero when the Owner dies, this Rider will terminate.

The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries. If a reset takes place, then the provisions of this Rider will continue in full force and in effect for the surviving spouse. If a reset takes place, the withdrawal percentage may change and will be determined based on the age of the surviving spouse.

The surviving spouse will receive any accrued increases in the withdrawal percentage, but no further additional percentage amounts accrue for delaying withdrawals.

**Termination of Rider** – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- (b) the day the Remaining Protected Balance is reduced to zero;

- (c) the day of the death of an Owner or the date of death of the sole surviving Annuitant;
- (d) the day the Contract is terminated in accordance with the provisions of the Contract;
- (e) the day we are notified of a change in ownership of the Contract to a non-spouse Owner if the Contract is non-qualified excluding changes in ownership to or from certain trusts;
- (f) the Annuity Date; or
- (g) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount.

This Rider will not terminate under subparagraph (b) above if the oldest Owner (or Annuitant, in the case of an Owner who is a Non-Natural Owner) was age [59½] or older when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later.

This Rider and the Contract will not terminate under subparagraph (d) above if at the time of this event, the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount. In this case, the Rider and Contract will terminate under:

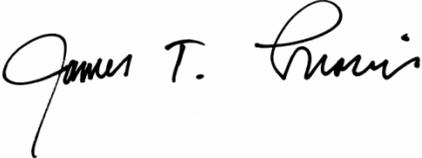
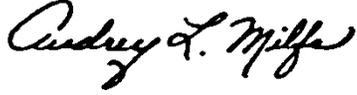
- (i) subparagraph (b) if the oldest Owner (or Annuitant, in the case of an Owner who is a Non-Natural Owner) was younger than age [59½] when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later; or
- (ii) subparagraph (c) if the oldest Owner (or Annuitant, in the case of an Owner who is a Non-Natural Owner) was age [59½] or older when the first withdrawal was taken under this Rider after the Rider Effective Date or the most recent Reset Date, whichever is later.

**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown below

Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

**PACIFIC LIFE INSURANCE COMPANY**

 Chairman and Chief Executive Officer	 Secretary
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## GUARANTEED WITHDRAWAL BENEFIT III-B RIDER

### SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on hypothetical assumptions and are for example purposes only. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 6 are based on the following assumptions:

- Rider Effective Date = Contract Date
- Rider purchased by a 68 year old
- Automatic resets are shown, if applicable

#### Example #1 – Setting of Initial Values.

Beginning of Contract Year	Purchase Payment	Withdrawal	Contract Value after Activity	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance	Withdrawal Percentage
1	\$100,000		\$100,000	\$100,000	\$4,000	\$100,000	4.0%

#### Example #2 – Subsequent Purchase Payments.

Beginning of Contract Year	Purchase Payment	Withdrawal	Contract Value after Activity	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance	Withdrawal Percentage
1	\$100,000		\$100,000	\$100,000	\$4,000	\$100,000	4.0%
<b>Activity</b>	<b>\$100,000</b>		\$202,000	\$200,000	\$8,000	\$200,000	4.0%
2			\$207,000	\$207,000	\$8,487	\$207,000	4.1%
3			\$220,000	\$220,000	\$11,440	\$200,000	5.2%

- Since a subsequent purchase payment of \$100,000 was made in the first Contract Year, the Protected Payment Base and Remaining Protected Balance are increased by the amount of the Purchase Payment.
- Since no withdrawals were taken during the first Contract Year, an additional percentage amount is added to the withdrawal percentage which increases the withdrawal percentage to 4.1%.
- An automatic reset takes place at the beginning of Contract Year 2, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base and Remaining Protected Balance to \$207,000. Also, the Protected Payment Amount increases to \$8,487 (4.1% X \$207,000).
- Since no withdrawals were taken during the second Contract Year, an additional percentage amount is added to the withdrawal percentage which increases the withdrawal percentage to 4.2%.
- Since the Owner turned 70 during Contract Year 2, an additional percentage amount is added to the withdrawal percentage which increases the withdrawal percentage to 5.2%.
- An automatic reset takes place at the beginning of Contract Year 3, since the Contract Value (\$220,000) is higher than the Protected Payment Base (\$207,000). This resets the Protected Payment Base and Remaining Protected Balance to \$220,000. Also, the Protected Payment Amount increases to \$11,440 (5.2% X \$220,000).

**Example #3 – Withdrawals Not Exceeding Protected Payment Amount.**

Beginning of Contract Year	Purchase Payment	Withdrawal	Contract Value after Activity	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance	Withdrawal Percentage
1	\$100,000		\$100,000	\$100,000	\$4,000	\$100,000	4.0%
<b>Activity</b>	<b>\$100,000</b>		\$202,000	\$200,000	\$8,000	\$200,000	4.0%
2			\$207,000	\$207,000	\$8,487	\$207,000	4.1%
3			\$220,000	\$220,000	\$11,440	\$220,000	5.2%
<b>Activity</b>		\$10,000	\$215,000	\$220,000	\$11,440	\$210,000	5.2%
4			\$215,000	\$220,000	\$11,440	\$210,000	5.2%
5			\$225,000	\$225,000	\$11,700	\$225,000	5.2%

- Since a withdrawal takes place in Contract Year 3, no further additional percentage amounts will be added to the withdrawal percentage so that the withdrawal percentage will remain at 5.2% until the Contract Anniversary after the Owner attains age 85. The Protected Payment Base remains the same and the Remaining Protected Balance is reduced by the amount of the withdrawal.
- An automatic reset takes place at the beginning of Contract Year 5, since the Contract Value (\$225,000) is higher than the Protected Payment Base (\$220,000). This resets the Protected Payment Base and Remaining Protected Balance to \$225,000. Also, the Protected Payment Amount increases to \$11,700 (5.2% X \$225,000).

**Example #4 – Withdrawals Exceeding Protected Payment Amount.**

Beginning of Contract Year	Purchase Payment	Withdrawal	Contract Value after Activity	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance	Withdrawal Percentage
1	\$100,000		\$100,000	\$100,000	\$4,000	\$100,000	4.0%
<b>Activity</b>	<b>\$100,000</b>		\$202,000	\$200,000	\$8,000	\$200,000	4.0%
2			\$207,000	\$207,000	\$8,487	\$207,000	4.1%
3			\$220,000	\$220,000	\$11,440	\$220,000	5.2%
<b>Activity</b>		\$20,000	\$215,000	\$211,576	\$0	\$200,000	5.2%
4			\$215,000	\$215,000	\$11,180	\$215,000	5.2%
5			\$225,000	\$225,000	\$11,700	\$225,000	5.2%

- Since a withdrawal takes place in Contract Year 3, no further additional percentage amounts will be added to the withdrawal percentage so that the withdrawal percentage will remain at 5.2% until the Contract Anniversary after the Owner attains age 85.
- Due to the withdrawal of \$20,000 which exceeded the Protected Payment Amount in Contract Year 3, the Protected Payment Base is reduced to \$211,576 and the Remaining Protected Balance is reduced to \$200,000. They are determined as follows:
  - A (the excess withdrawal amount) = \$8,560 = (\$20,000 - \$11,440)
  - B (the ratio for proportionate reduction) = 0.0383 = (\$8560/(\$235,000 - \$11,440)); \$235,000 is equal to the Contract Value immediately prior to the withdrawal.
  - Protected Payment Base = \$211,576 = \$220,000 x (1 - 0.0383)
  - At the beginning of Contract Year 4, the Protected Payment Amount is reset to \$11,002 (5.2% X \$211,576)
  - Remaining Protected Balance = \$200,000 = lesser of:
    - \$200,574 = (\$220,000 - \$11,440) x (1 - 0.0383); or
    - \$200,000 = (\$220,000 - \$20,000)

An automatic reset takes place at the beginning of Contract Year 5 since the Contract Value (\$225,000) is higher than the Protected Payment Base (\$211,576). This resets the Protected Payment Base and Remaining Protected Balance to \$225,000. Also, the Protected Payment Amount increases to \$11,700 (5.2% X \$225,000).

**Example #5 – Death Benefit Amount Adjustment for Withdrawal of Less than the Protected Payment Amount**

Beginning of Contract Year	Purchase Payment	Protected Payment Amount	Withdrawal Amount	Contract Value After Transaction	Death Benefit Amount
1	\$100,000	\$4,000		\$100,000	\$100,000
2		\$4,000		\$80,000	\$100,000
<b>Activity</b>			\$3,000	\$77,000	\$97,000

- Due to the withdrawal of \$3,000 (which is less than the Protected Payment Amount) made in Contract Year 2, the Death Benefit Amount is reduced to \$97,000.
  - The Death Benefit Amount after a withdrawal that is less than the Protected Payment Amount =  $A - B$ , where:
    - $A = \$100,000$  = The Death Benefit Amount prior to the withdrawal
    - $B = \$3,000$  = The amount of the withdrawal
  - The Death Benefit Amount after the withdrawal of \$3,000 =  $\$100,000 - \$3,000 = \$97,000$

**Example #6 - Death Benefit Amount Adjustment for Withdrawal Exceeding the Protected Payment Amount**

Beginning of Contract Year	Purchase Payment	Protected Payment Amount	Withdrawal Amount	Contract Value After Transaction	Death Benefit Amount
1	\$100,000	\$4,000		\$100,000	\$100,000
2		\$4,000		\$80,000	\$100,000
<b>Activity</b>			\$10,000	\$70,000	\$88,426

- Due to the withdrawal of \$10,000 that exceeded the Protected Payment Amount in Contract Year 2, the standard death benefit amount is reduced to \$88,426.
  - $A = \$6,000 = (\$10,000 - \$4,000)$
  - $B = \$76,000 = (\$80,000 - \$4,000)$ ; \$80,000 is Contract Value prior to \$10,000 withdrawal
  - $C = 0.0789 = (\$6,000 / (\$76,000))$ ;
  - $D = \text{New Death Benefit Amount} = \$88,426 = \text{greater of:}$ 
    - \$70,000 (Contract Value as of that day, minus any withdrawals as of that day); or
    - $\$88,426 (\$100,000 - \$4,000) \times (1 - 0.0789)$

SERFF Tracking Number: PACL-126746555 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 46475  
Company Tracking Number: 10-1180  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
Product Name: Individual Flexible Premium Deferred Variable Annuity Contract  
Project Name/Number: Individual Flexible Premium Deferred Variable Annuity Contract/10-1180

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Statement of Variability <b>Comments:</b> <b>Attachment:</b> Generic SOV.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> CERTIFICATIONS <b>Comments:</b> <b>Attachment:</b> AL 1180 CERTS.pdf		

**PACIFIC LIFE INSURANCE COMPANY**  
700 Newport Center Drive ● Newport Beach, CA 92660

**STATEMENT OF VARIABILITY**

<u>Form Number</u>	<u>Form Description</u>
10-1180	Individual Flexible Premium Deferred Variable Annuity
25-1180	Variable Annuity Application
20-1182	Individual Variable Annuity Rider
20-1186	Individual Variable Annuity Rider

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced variable annuity forms.

**Individual Flexible Premium Deferred Variable Annuity Contract Form No. 10-1180**

<b>Page No.</b>	<b>Bracketed (Variable) Text</b>	<b>Explanation of Variability/Range of Variables</b>
Cover & Back Page	Company address & phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
Cover	Right to Cancel [10] days	The standard right to cancel period is 10 days in non-replacement situations. In replacement situations, this period will reflect 30 days or, if this time period is changed by the state, the appropriate time period will be shown.
Cover	Officer Signatures & Titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.
3	Contract Number, Contract Date, Contract Type, Initial Purchase Payment, Owner(s), Annuitant(s), Annuitant's Age, Annuitant's Sex, and Annuity Date	Customer specific information that will change for each contract issue. These items are completed, as applicable, depending on the circumstances of each particular Owner and Annuitant and the information contained in the application.
3	Minimum Purchase Payment Amount [\$10,000]	Current minimum purchase payment amount is shown. Any change in this amount will be displayed. The range for the minimum purchase payment amount is \$5,000 to \$25,000.
3	Maximum Purchase Payment Amount [\$1,000,000]	Current maximum purchase payment amount is shown. Any change in this amount will be displayed. The range for the maximum purchase payment amount is \$1,000,000 to \$10,000,000.
3	Optional Riders	The optional riders and their corresponding annual charge percentages shown on the Contract Specifications page are those which we are currently offering. If an optional rider is elected at the time of application for the contract, each rider so elected and its corresponding annual charge percentage will be displayed as shown. If an optional rider is not elected, that rider and its annual charge percentage will not be displayed. Any approved Individual Flexible Premium Deferred Variable Annuity rider shown on the application could be chosen. Any new optional rider added to this section will only be those optional riders that have been previously approved.
3A	Investment Options: [Small-Cap Growth] [International Value] [International Small-Cap] [Mid-Cap Value] [Equity Index] [Small-Cap Index] [Dividend Growth] [Large-Cap Value] [Short Duration Bond] [Growth LT] [Focused 30] [Mid-Cap Equity] [International Large-Cap] [Small-Cap Value] [Main Street Core] [Emerging Markets] [Cash Management] [High Yield Bond] [Managed Bond]	The Variable Investment Options shown are those currently available under the contract to which Purchase Payments may be allocated. From time to time, we may add, change, or delete those Variable Investment Options without prior approval unless the new fund significantly alters the underlying structure of the contract.

	[Inflation Managed] [Large-Cap Growth] [Comstock] [Mid-Cap Growth] [Real Estate] [Small-Cap Equity] [Diversified Bond] [Capital Appreciation V.I. Fund] [Mutual Global Discovery Securities Fund] [Templeton Global Bond Securities Fund] [International Core Equity Portfolio] [Total Return Fund] [Growth Stock Series] [Value Series Fund] [AllianceBernstein VPS Balanced Wealth Strategy] [BlackRock Global Allocation V.I. Fund] [Franklin Templeton VIP Founding Funds] [GE Investments Total Return Fund] [Invesco V.I. Global Multi-Asset Fund] [Pacific Dynamix – Conservative Growth] [Pacific Dynamix – Moderate Growth] [Pacific Dynamix – Growth] [PIMCO Global Multi-Asset Portfolio] [Invesco Van Kampen V.I. Global Tactical Asset Allocation Fund]	
3A	DCA Plus Fixed Option Guarantee Rates:	The current interest rate for each Guarantee Term under the DCA Plus Fixed Option that is in effect at the time the contract is issued will be displayed. The interest rate established for the DCA Plus Fixed Option will never be less than an effective annual rate of 3.00%.
3A	Service Center address	Current service center address is shown. In the event of a change in the address of our Service Center, the new address will be shown.
3A	Toll-Free Numbers and Hours of Operation	Current toll-free numbers and hours of information are shown. Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.
27	Interest rate [3.0%] used in the actuarial assumptions for fixed annuities in the Basis of Computations	The current interest rate for the actuarial assumption for fixed annuities is shown. In the event of a change in the interest rate for the annuity purchase rate, the new rate will be displayed.
28-30	Monthly income amounts under the Annuity Option Tables	The current income amounts according to the actuarial assumptions in the Basis of Computations is shown. In the event of a change in the interest rate in the actuarial assumptions, the income amounts in the Tables will be revised accordingly.

**Variable Annuity Application Form No. 25-1180**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Product Name	The name of the Product applied for will be displayed.
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
1	Section 3 – Death Benefit Coverage	The optional death benefit rider shown in this section has been previously approved by the Department and available for the applicable contract. From time to time, we may add new approved Individual Flexible Premium Deferred Variable Annuity optional death benefit riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional death benefit rider added to this section will only be those optional death benefit riders that have been previously approved.
1-5	Barcode and Date	Barcodes will be assigned to this form as necessary and will change from time to

		time. The most current barcode revision date will be displayed to the left of the barcode.
2	Section 7 - Contract Type – [Non-Qualified, SIMPLE IRA, SEP-IRA, IRA, Roth IRA, TSA/403(b), 401(a), Individual(k), 401(k), 457(b), 501(c), Keogh/HR10]	The contract may be issued in connection with any of the contract types indicated in this space. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued.
2	Section 7 - Contract Type – [1 For trust-owned contracts, complete Trustee Certification and Disclosure. 2 For non-qualified contracts, if owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. 3 For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification. 4 Complete SIMPLE IRA Employer Information. 5 Complete TSA Certification. 6 Complete Qualified Plan and 457(b) Plan Disclosure. 7 Complete Individual(k) Qualified Plan Disclosure]	The references to internal forms shown in this space are their current titles. These references and their titles may change from time to time.
3	Section 10 – Optional Riders	The optional riders shown in this section are any approved individual deferred variable annuity riders and which are available for the applicable contract. From time to time, we may add new optional riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional rider added to this section will only be those optional riders that have previously approved.
3	Section 11 – Dollar Cost Averaging	The references to internal forms and their titles may change from time to time. Additionally, the guarantee terms shown are those currently available under the contract to which Purchase Payments may be allocated. If the Contract does not offer a dollar cost averaging option, the following language will appear “Note: DCA Plus is not available with this contract”.
3	Section 12 - Rebalancing	The rebalance schedules that are available under the Contract. All or any combination of the options shown could be displayed.
4	Section 14 - Allocation Options	The references to allocation options may change from time to time. Allocation options that are no longer available for use with optional riders in Section 10 will be listed here.
4	Section 14 – Option I: Asset Allocation Models & Sample Portfolios	The Asset Allocation Models & Sample Portfolios currently available. From time to time, we may add, change or delete those models or portfolios without prior approval unless the change significantly alters the underlying structure of the contract.
4	Section 14 – Option II: Asset Allocation Strategies	The asset allocation strategies currently available for investment. From time to time, we may add, change or delete those asset allocation strategies without prior approval unless the change significantly alters the underlying structure of the contract.
4	Section 14 – Option III: Custom Models or Individual Investments	The variable investment options within each Category shown are those currently available for investment under these programs. From time to time, we may add, change or delete those custom models or individual investments without prior approval unless the change significantly alters the underlying structure of the contract.
5	Section 13 - Registered Representative’s Statement – Option Box – [A]	The commission schedules available under the Contract in which the Registered Representative can choose from are displayed here. If there are no commission schedules available under the Contract, this box will not appear. We have bracketed the commission option A to allow for future additions or deletions within the stated options, i.e, each option will either appear or not appear. The range of commission options is A, B, C, D, E, F, and G.

**Variable Annuity Rider Form No. 20-1182**

<b>Page No.</b>	<b>Bracketed (Variable) Text</b>	<b>Explanation of Variability/Range of Variables</b>
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
2	Protected Payment Amount	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 55 and 75 years old. The withdrawal percentage upon which the Protected Payment Amount is calculated may change for future issues of the above referenced rider. The range will be between 3.0% and 9.0%.
3	Guaranteed Withdrawal Benefit II-A Rider	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
3	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65% (0.1625% quarterly). Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.20 (0.30% quarterly).
4	Initial Values	The withdrawal percentage upon which the Protected Payment Amount is calculated may change for future issues of the above referenced rider. The range will be between 3.0% and 9.0%.
5	Depletion of Contract Value	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 55 and 75 years old.
6	Depletion of Remaining Protected Balance	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 55 and 75 years old.
6	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
6	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
7	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 55 and 75 years old.
8	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
8	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
9-11	Sample Calculations	The numerical examples used in the sample calculations may change depending on the type of contract for which the rider is issued. The assumptions currently shown assume the rider is used with a contract that has an up-front sales charge. Should the rider be used with a contract that does not have an up-front sales charge, the numerical examples will be changed from \$96,500 to \$100,000, and from \$193,000 to \$200,000 respectively.
12	Investment Allocation Requirements	The names of the investment option programs and funds that make up the investment option programs shown are those currently available under the Rider to which Purchase Payments and Contract Value may be allocated. From time to time, we may add, change or delete those programs and/or funds without prior approval unless the change significantly alters the underlying structure of the contract.
12	Portfolio Optimization Models	The number of Portfolio Optimization models available for use in combination with certain optional riders. The range will be between 0 and 8.

13	Asset Class Exposure	<p>The percentages shown may change as a result of periodic updates of the Portfolio Optimization Models. Each of the Portfolio Optimization Models are evaluated periodically (generally, annually) to assess whether the combination of Investment Options within each Model should be changed to better seek to optimize the potential return for the level of risk tolerance intended for the Model. Although we cannot provide ranges of future asset allocation weights for each model, due to changing market exposures over time, the following is a four-year history of the ranges of asset allocation weight percentages by each model. Each models asset allocations will always add up to 100% after each periodic evaluation.</p> <table border="1" data-bbox="695 373 1451 573"> <thead> <tr> <th></th> <th>Model A</th> <th>Model B</th> <th>Model C</th> <th>Model D</th> </tr> </thead> <tbody> <tr> <td><b>Cash Equivalents</b></td> <td>0-30</td> <td>5-20</td> <td>1-15</td> <td>0-10</td> </tr> <tr> <td><b>Fixed Income</b></td> <td>40-80</td> <td>45-60</td> <td>35-45</td> <td>15-25</td> </tr> <tr> <td><b>Domestic Equity</b></td> <td>15-25</td> <td>25-35</td> <td>40-50</td> <td>50-65</td> </tr> <tr> <td><b>International Equity</b></td> <td>3-10</td> <td>5-15</td> <td>10-25</td> <td>15-30</td> </tr> </tbody> </table>		Model A	Model B	Model C	Model D	<b>Cash Equivalents</b>	0-30	5-20	1-15	0-10	<b>Fixed Income</b>	40-80	45-60	35-45	15-25	<b>Domestic Equity</b>	15-25	25-35	40-50	50-65	<b>International Equity</b>	3-10	5-15	10-25	15-30
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13-14	Edward Jones Sample Portfolios and Edward Jones Target Investment Categories	<p>The portfolio names and percentages shown may change as a result of periodic updates of the Edward Jones Sample Portfolios. Each of the Portfolios are evaluated periodically (generally, annually) to assess whether the combination of Investment Options within each Portfolio should be changed to better seek to optimize the potential return for the level of risk tolerance intended for the Portfolio. Each Portfolio's asset allocations will always add up to 100% after each periodic evaluation.</p> <table border="1" data-bbox="683 879 1463 1104"> <thead> <tr> <th></th> <th>Balanced: Growth &amp; Income</th> <th>Balanced Toward Income</th> <th>Growth Focus</th> <th>All Equity</th> </tr> </thead> <tbody> <tr> <td><b>Aggressive</b></td> <td>0-10</td> <td>0-10</td> <td>5-15</td> <td>10-20</td> </tr> <tr> <td><b>Growth</b></td> <td>5-15</td> <td>15-25</td> <td>20-30</td> <td>30-40</td> </tr> <tr> <td><b>Growth &amp; Income</b></td> <td>30-40</td> <td>35-45</td> <td>40-50</td> <td>45-55</td> </tr> <tr> <td><b>Income</b></td> <td>40-50</td> <td>25-35</td> <td>10-20</td> <td>0</td> </tr> </tbody> </table>		Balanced: Growth & Income	Balanced Toward Income	Growth Focus	All Equity	<b>Aggressive</b>	0-10	0-10	5-15	10-20	<b>Growth</b>	5-15	15-25	20-30	30-40	<b>Growth &amp; Income</b>	30-40	35-45	40-50	45-55	<b>Income</b>	40-50	25-35	10-20	0
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15	Asset Allocation Strategies	The Asset Allocation Strategies shown are those currently available under the Rider to which Purchase Payments and Contract Value may be allocated. From time to time, we may add, change or delete the Asset Allocation Strategies without prior approval unless the change significantly alters the underlying structure of the contract.																									

**Variable Annuity Rider Form No. 20-1186**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
2	Protected Payment Amount	<p>The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 55 and 75 years old.</p> <p>The numerical percentage used to calculate the Protected Payment Amount may change for future issues of the above referenced rider. The range will be between 1.0% and 9.00%.</p>
2	Guaranteed Withdrawal Benefit III-B Rider	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.

3	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 1.05% (0.2625% quarterly). Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50% (0.375% quarterly).
4	Withdrawal Percentage	The withdrawal percentage, which is used to determine the Protected Payment Amount, may change for new issues of the Rider. The range will be $\pm 1\%$ for each age group. Additionally, the minimum age of the oldest owner (or youngest annuitant, in the case of an Owner who is a non-natural owner) in which the withdrawal percentage is determined for each withdrawal may change for new issues of the Rider. The range will be between the ages of 55 years and 65 years.
4	Additional Withdrawal Percentage Increase Amount	The additional withdrawal percentage increase amount that is added to the withdrawal percentage in delay of withdrawal situations may change for new issues of the Rider. The range will be between 0.1% and 0.5%.
5	Depletion of Contract Value	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 55 and 75 years old.
6	Depletion of Remaining Protected Balance	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 55 and 75 years old.
6	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
7	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
8	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 55 and 75 years old.
8	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
8	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
9-11	Sample Calculations	The numerical examples used in the sample calculations may change depending on the type of contract for which the rider is issued. The assumptions currently shown assume the rider is used with a contract that has no up-front sales charge. Should the rider be used with a contract that does have an up-front sales charge, the numerical examples will be changed from \$100,000 to \$96,500, and from \$200,000 to \$193,000 respectively.
12	Investment Allocation Requirements	The names of the investment option programs and funds that make up the investment option programs shown are those currently available under the Rider to which Purchase Payments and Contract Value may be allocated. From time to time, we may add, change or delete those programs and/or funds without prior approval unless the change significantly alters the underlying structure of the contract.
12	Portfolio Optimization Models	The number of Portfolio Optimization models available for use in combination with certain optional riders. The range will be between 0 and 8.

13	Asset Class Exposure	<p>The percentages shown may change as a result of periodic updates of the Portfolio Optimization Models. Each of the Portfolio Optimization Models are evaluated periodically (generally, annually) to assess whether the combination of Investment Options within each Model should be changed to better seek to optimize the potential return for the level of risk tolerance intended for the Model. Although we cannot provide ranges of future asset allocation weights for each model, due to changing market exposures over time, the following is a four-year history of the ranges of asset allocation weight percentages by each model. Each models asset allocations will always add up to 100% after each periodic evaluation.</p> <table border="1" data-bbox="695 373 1451 573"> <thead> <tr> <th></th> <th>Model A</th> <th>Model B</th> <th>Model C</th> <th>Model D</th> </tr> </thead> <tbody> <tr> <td><b>Cash Equivalents</b></td> <td>0-30</td> <td>5-20</td> <td>1-15</td> <td>0-10</td> </tr> <tr> <td><b>Fixed Income</b></td> <td>40-80</td> <td>45-60</td> <td>35-45</td> <td>15-25</td> </tr> <tr> <td><b>Domestic Equity</b></td> <td>15-25</td> <td>25-35</td> <td>40-50</td> <td>50-65</td> </tr> <tr> <td><b>International Equity</b></td> <td>3-10</td> <td>5-15</td> <td>10-25</td> <td>15-30</td> </tr> </tbody> </table>		Model A	Model B	Model C	Model D	<b>Cash Equivalents</b>	0-30	5-20	1-15	0-10	<b>Fixed Income</b>	40-80	45-60	35-45	15-25	<b>Domestic Equity</b>	15-25	25-35	40-50	50-65	<b>International Equity</b>	3-10	5-15	10-25	15-30
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PACIFIC LIFE INSURANCE COMPANY  
700 Newport Center Drive • Newport Beach, CA 92660

**STATE OF ARKANSAS**

**RULE AND REGULATION 6 CERTIFICATION**

<u>Form Number</u>	<u>Form Description</u>
10-1180	Individual Flexible Premium Deferred Variable Annuity Contract
25-1180	Variable Annuity Application
20-1182	Core Withdrawal Benefit III-B Rider
20-1186	Guaranteed Withdrawal Benefit III-B Rider

I, Nancy A. Hill, hereby provide our assurance that Rule and Regulation 6 has been reviewed and the above form(s) are in compliance said Rule and Regulation 6 as well as all other applicable requirements of the Arkansas Department of Insurance.



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Company Officer

---

Nancy A. Hill  
Name

---

Assistant Vice President Compliance  
Title

---

8/11/10  
Date

Contact Person:

Karen Givens, J.D.  
Sr. Compliance Analyst  
Product Compliance  
Email: [amfproduct.filing@paciiclife.com](mailto:amfproduct.filing@paciiclife.com)  
866-746-2724 Ext. (3281)

PACIFIC LIFE INSURANCE COMPANY  
700 Newport Center Drive • Newport Beach, CA 92660

**STATE OF ARKANSAS**

**REGULATION 19 CERTIFICATION**

<u>Form Number</u>	<u>Form Description</u>
10-1180	Individual Flexible Premium Deferred Variable Annuity Contract
25-1180	Variable Annuity Application
20-1182	Core Withdrawal Benefit III-B Rider
20-1186	Guaranteed Withdrawal Benefit III-B Rider

I, Nancy A. Hill, hereby certify that the above form(s) meet the provisions of Regulation 19 as well as all applicable requirements of the Arkansas Department of Insurance.



\_\_\_\_\_  
Company Officer

Nancy A. Hill

\_\_\_\_\_  
Name

Assistant Vice President Compliance

\_\_\_\_\_  
Title

8/11/10

\_\_\_\_\_  
Date

Contact Person:

Karen Givens, J.D.  
Sr. Compliance Analyst  
Product Compliance  
Email: [amfproduct.filing@paciiclife.com](mailto:amfproduct.filing@paciiclife.com)  
866-746-2724 Ext. (3281)

PACIFIC LIFE INSURANCE COMPANY  
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: 10-1180

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We hereby certify that this form is in compliance with Regulation 34, Section 6 - Valuation and Section 7 - Nonforfeiture. In no case shall the reserves, under this policy, be less than the actual Cash Surrender Values provided for under the policy contract.



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Company Officer

Jeffrey A Jolley, FSA, MAAA

---

Name

Vice President & Chief Actuary

---

Title

8/11/10

---

Date

Contact Person:

Karen Givens, J.D.  
Sr. Compliance Analyst  
Product Compliance  
Email: [amfproduct.filing@paciiclife.com](mailto:amfproduct.filing@paciiclife.com)  
866-746-2724 Ext. (3281)

SERFF Tracking Number: PACL-126746555 State: Arkansas  
 Filing Company: Pacific Life Insurance Company State Tracking Number: 46475  
 Company Tracking Number: 10-1180  
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
 Product Name: Individual Flexible Premium Deferred Variable Annuity Contract  
 Project Name/Number: Individual Flexible Premium Deferred Variable Annuity Contract/10-1180

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
08/11/2010	Form	Individual Flexible Premium Deferred Variable Annuity Contract	08/12/2010	P1180.pdf (Superceded)



**PACIFIC LIFE**

Pacific Life Insurance Company  
[700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 722-4448]

## READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**").

We agree to pay the benefits provided under this Contract, subject to its provisions.

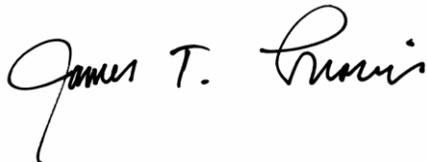
We have issued this Contract in consideration of the application and payment of the Initial Purchase Payment.

**BENEFITS AND VALUES PROVIDED UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO A DOLLAR AMOUNT. THE DETAILS OF THE VARIABLE PROVISIONS ARE FOUND IN THE "VARIABLE INVESTMENT OPTIONS" SECTION.**

**Right to Cancel – You may return this Contract within [ten (10)] days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. No withdrawal charge will be imposed, and we will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any fees or charges for premium taxes and/or other taxes that were deducted from the Contract Value.**

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

## PACIFIC LIFE INSURANCE COMPANY



Chairman and Chief Executive Officer



Secretary

## INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits  
Variable Accumulation Before Annuity Date  
Withdrawal Charges Waived in Specific Instances  
Annuities Payable in Variable and Fixed Dollar Amounts  
Death Benefit Proceeds Payable Before Annuity Date  
Non-Participating – No Dividends are Payable

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## CONTRACT SPECIFICATIONS

### Contract Data

<b>Contract Number:</b>	[VA99999999]	<b>Contract Date:</b>	[01-01-2009]
<b>Contract Type:</b>	[Non-Qualified]	<b>Initial Purchase Payment:</b>	[\$500,000]
<b>Minimum Purchase Payment Amount:</b>	[\$10,000]	<b>Maximum Purchase Payment Amount:</b>	[\$1,000,000]
<b>Owner(s):</b>	[John Doe] [Jane Doe]		
<b>Annuitant(s):</b>	[John Doe] [Jane Doe]	<b>Annuitant's Age:</b>	[35] [35]
<b>Annuity Date:</b>	[01-01-2027]	<b>Annuitant's Sex:</b>	[Male] [Female]

### Fees & Charges

M&E Risk Charge:	1.15%
Administrative Fee:	0.15%
Annual Fee:	\$30.00

### Withdrawal Charges

<u>Age of Purchase Payment in Contract Years</u>	<u>Withdrawal Charge %</u>
1	7%
2	7%
3	6%
4	6%
5	5%
6	3%
7	1%
8 and Later	0%

### Optional Riders

<u>Name</u>	<u>Annual Charge %</u>	<u>Maximum Annual Charge %</u>
[Stepped-Up Death Benefit Rider	0.20%]	0.20%
[Guaranteed Withdrawal Benefit III-B Rider	1.05%]	1.50%
[Core Withdrawal Benefit II-A Rider	0.65%]	1.20%

For a complete description of the charges, fees and deductions shown above and other applicable fees and charges, refer to the **Charges, Fees and Deductions** section of the Contract or the Annual Charge provision of the Optional Rider(s) shown above, if applicable.

## **Investment Options**

[Small-Cap Growth]	[International Large-Cap]	[Real Estate]
[International Value]	[Small-Cap Value]	[Small-Cap Equity]
[International Small-Cap]	[Main Street Core]	[Diversified Bond]
[Mid-Cap Value]	[Emerging Markets]	[Capital Appreciation V.I. Fund]
[Equity Index]	[Cash Management]	[Mutual Global Discovery Securities Fund]
[Small-Cap Index]	[High Yield Bond]	[Templeton Global Bond Securities Fund]
[Dividend Growth]	[Managed Bond]	[International Core Equity Portfolio]
[Large-Cap Value]	[Inflation Managed]	[Total Return Fund]
[Short Duration Bond]	[Large-Cap Growth]	[Growth Stock Series]
[Growth LT]	[Comstock]	[Value Series Fund]
[Focused 30]	[Mid-Cap Growth]	
[Mid-Cap Equity]		

[AllianceBernstein VPS Balanced Wealth Strategy]  
[BlackRock Global Allocation V.I. Fund]  
[Franklin Templeton VIP Founding Funds]  
[GE Investments Total Return Fund]  
[Invesco V.I. Global Multi-Asset Fund]  
[Pacific Dynamix – Conservative Growth]  
[Pacific Dynamix – Moderate Growth]  
[Pacific Dynamix – Growth]  
[PIMCO Global Multi-Asset Portfolio]  
[Invesco Van Kampen V.I. Global Tactical Asset Allocation Fund]

## **DCA Plus Fixed Option Guarantee Terms and Rates**

6 Mos. [4.00%]\*  
12 Mos. [3.00%]\*

\*Minimum Guaranteed Interest Rate is 3.00% per year.

## **Service Center**

### **Send Forms and written requests to:**

Pacific Life Insurance Company  
[P.O. Box 2378  
Omaha, Nebraska 68103-2378]

### **Send Payments to:**

Pacific Life Insurance Company  
[P.O. Box 2290  
Omaha, Nebraska 68103-2290]

**Hours:** Between [6:00 am and 5:00 pm, Pacific Standard Time.]

**Toll-Free Number for Contract Owners:** [1-800-722-4448]

**Toll-Free Number for Registered Representatives:** [1-800-722-2333]

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints.

## DEFINITION OF TERMS

**Account Value** – The amount of the Contract Value allocated to any one of the Investment Options.

**Add-In Amount** – The amount added by us, if applicable, to the Contract Value on the Notice Date to set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit.

**Age** – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

**Annuitant** – The person you name on whose life annuity payments may be determined. An Annuitant's life may also be used to determine certain increases in death benefits and to determine the Annuity Date. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be under Age 86 as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or change or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

**Annuity Date ("Annuity Start Date")** – The date shown in the Contract Specifications, or the date you later elect, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

**Annuity Options** – Income options available for a series of payments after the Annuity Date.

**Beneficiary** – The person you name who may receive any death benefit proceeds or any remaining annuity benefits in accordance with the provisions of this Contract.

**Business Day** – Any day on which the value of an amount invested in a Subaccount is required to be determined by applicable law which currently includes each day that both the New York Stock Exchange is open for trading and our administrative offices are open. If any transaction or event under this Contract is scheduled to occur on a day that does not exist in a given calendar period, or on a day that is not a Business Day, such transaction or event will be deemed to occur on the next following Business Day, unless otherwise stated.

**Calendar Year** – A one-year period beginning January 1 and ending December 31.

**Code** – The Internal Revenue Code of 1986, as amended.

**Contingent Annuitant** – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must be under Age 86 as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must be under Age 86 at the time of such change or addition. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

**Contingent Beneficiary** – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

**Contract Anniversary** – The same date, in each subsequent year, as the Contract Date.

**Contract Date** – The date we issued this Contract, as shown in the Contract Specifications. Contract Years, Contract Anniversaries, Contract Semiannual Periods, Contract Quarters and Contract Months are measured from the Contract Date.

**Contract Debt** – As of the end of any Business Day, the principal amount you have outstanding on any loan under this Contract, plus any accrued and unpaid interest.

**Contract Value** – As of the end of any Business Day, the Contract Value is equal to the sum of the Variable Account Value plus any Loan Account Value.

**General Account** – The General Account consists of our assets, other than those assets allocated to Separate Account A or to any of our other separate accounts.

**Investment Option** – A Variable Account offered under the Contract.

**Loan Account Value** – The amount, including any interest accrued, held in the Loan Account to secure any Contract Debt.

**Net Contract Value** – The Contract Value less any Contract Debt.

**Non-Natural Owner** – A corporation or other entity that is not a (natural) person.

**Non-Qualified Contract** – A Contract other than a Qualified Contract.

**Notice Date** – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of death benefit proceeds.

**Owner** – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners (“Joint Owners”). Any named Owner must be under Age 86 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must be under Age 86 at the time of such change or addition.

**Primary Annuitant** – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

**Purchase Payment** – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

**Qualified Contract** – A Contract that qualifies under the Code as an individual retirement annuity (“IRA”) or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

**Qualified Plan** – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

**SEC** – Securities and Exchange Commission.

**Separate Account or Separate Account A** – The Company’s Separate Account, registered as a unit investment trust under the Investment Company Act of 1940, as amended (“1940 Act”).

**Service Center** – Our mailing address shown in the Contract Specifications. We will notify you of any change in our mailing address.

**Subaccount** – An investment division of the Separate Account. Each Subaccount, (a “Variable Investment Option” or “Variable Account”) invests its assets in a separate series or class of shares of a designated investment company.

**Subaccount Annuity Unit (“Annuity Units”)** – Annuity Units are used to measure variation in variable annuity payments. The amount of each variable annuity payment (after the first payment) will vary with the value and number of the Annuity Units in each Subaccount.

**Subaccount Unit** – Subaccount Units are used to measure the Variable Account Value in that Subaccount.

**Unit Value** – The value of a Subaccount Unit (“Subaccount Unit Value”) or Subaccount Annuity Unit (“Subaccount Annuity Unit Value”). The Unit Value of any Subaccount is subject to change on any Business Day. The fluctuations in value reflect investment results and daily deductions for the mortality and expense risk charge and administrative fee. Changes in Subaccount Annuity Unit Values also reflect an additional adjustment factor that corrects for an assumed investment return. The Unit Value of a Subaccount Unit and of a Subaccount Annuity Unit are determined each Business Day.

**Variable Account (“Variable Investment Option”)** – A Subaccount of the Separate Account or any separate account of ours which is available under the Contract in which the assets of the Company are segregated from the assets in our General Account and from the assets in our other separate accounts.

**Variable Account Value (“Subaccount Value”)** – The aggregate amount of the Contract Value allocated to the Variable Accounts.

**You and Your** – The person or persons named as Owner(s) in the Contract Specifications. If there are Joint Owners, you and your mean both Joint Owners.

## GENERAL PROVISIONS

**Report to Owner(s)** – At least once per year prior to the Annuity Date, we will provide you with a report that will show the beginning and ending dates of the current report period, the Contract Value at the beginning and end of the report period, the Full Withdrawal Value at the end of the report period, and the transactions (i.e., Purchase Payments received, loan repayments, if applicable, transfers, withdrawals, additional amounts credited and/or charges and/or fees incurred since the last report) and any other information that may be required. After the Annuity Date, we will provide you with any information that may be required. Additional status reports are available upon request at no charge.

**Payments, Instructions and Requests** – Unless this Contract provides otherwise, all Purchase Payments, loan repayments (if applicable), instructions and requests must be received in a form satisfactory to us at our Service Center. Any subsequent Purchase Payments, loan repayments (if applicable) and requests for loans (if applicable), transfers or withdrawals received by us on any Business Day usually will be processed the same Business Day, unless the transaction or event is scheduled to occur on another day.

Generally, all other instructions and requests normally will be effective as of the end of the Business Day following the day such instructions and requests are received, in a form satisfactory to us, unless the transaction or event is scheduled to occur on another day. We may require that you provide signature guarantees or other safeguards for any instruction, request or other document you may send to our Service Center. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

Any change in Owner, if permitted under the Contract, will be effective, unless otherwise specified by the Owner, on the date such change is signed, subject to any payments made or actions taken by us prior to our receipt of the notice.

**Entire Contract** – This Contract, the attached application and any attached riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

**Contract Modifications** – Modifications to this Contract or any waiver of our rights or requirements under this Contract can only be made if in writing by an authorized officer of the Company. This Contract is intended to qualify as an annuity contract for federal income tax purposes. In addition, if this Contract is a Qualified Contract, this Contract is intended to qualify as part of a Qualified Plan. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract without the Owner's consent to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.

**Basis of Values** – A detailed statement showing how values are determined has been filed with the state insurance departments. All values and reserves are at least equal to those required by the laws of the state in which this Contract is delivered.

**Minimum Benefits** – The benefits provided under this Contract are not less than the minimum benefits required by any statute of the insurance laws of the state in which this Contract is delivered. Such benefits may be altered by additional amounts credited, increases and/or decreases in the investment performance of the Variable Investment Options, loans and loan repayments, or withdrawals as described in the applicable sections of this Contract.

**Claims of Creditors** – The Contract Value and other benefits under this Contract are exempt from the claims of creditors to the extent permitted by law.

**Removal of Beneficiary or Contingent Annuitant** – You may remove a Beneficiary or Contingent Annuitant from this Contract by providing written instructions satisfactory to us to our Service Center.

**Ownership** – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law. If your Contract is Non-Qualified, you may change Contract ownership at any time while the Annuitant is living and prior to your Annuity Date. Any change in Owner will be effective on the date such change is signed, subject to any payments made or actions taken by us prior to our receipt of the notice.

**Assignment** – You may assign all rights and benefits under this Contract before the Annuity Date. The assignment must be in writing in a form satisfactory to us and received at our Service Center. The assignment is effective on the date the notice of assignment is signed, subject to any payments made or actions taken by us prior to our receipt of the notice. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

**Delay of Payments** – Generally, we will pay any amounts due from the Contract within seven (7) days after our receipt of the request, in a form satisfactory to us. Payments or transfers to or from a Variable Account may be delayed after our receipt of the request under certain circumstances. These include:

- a closing of the New York Stock Exchange other than on a regular holiday or weekend;
- a trading restriction by the SEC; or
- an emergency declared by the SEC.

We may delay payments or transfers from our General Account (which would include payment of the withdrawal proceeds and loans) for up to six (6) months after the requested effective date of the transaction. Any amount delayed, so long as it is held under the General Account, will earn interest at a minimum annual rate of 3%.

If you make any Purchase Payment by check, other than a cashier's check, we may delay making payments to you until your check has cleared.

**Incontestability** – After this Contract has been issued, we will not contest the validity of this Contract other than for misstatement of age or sex.

**Misstatement of Age and/or Sex** – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit proceeds are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit proceeds on the Annuitant's or Owner's correct Age and/or sex.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex (or both) of the Annuitant is incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started and we have made overpayments, we will deduct the amount of the overpayment, with interest at 3% per year, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at 3% per year, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

**Proof of Life or Death** – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

**Withholding Taxes** – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

**Non-Participating** – This Contract is classified as a non-participating contract. It does not participate in our profits or surplus, and therefore no dividends are payable.

## PURCHASE PAYMENTS

**Initial Purchase Payment** – This Contract will not be in force until we receive at our Service Center the initial Purchase Payment. The initial Purchase Payment is shown in the Contract Specifications.

**Additional Purchase Payments** – You may make additional Purchase Payments at any time before the Annuity Date, while the Annuitant is living and this Contract is in force. Each additional Purchase Payment must be at least \$250 for Non-Qualified Contracts and \$50 for Qualified Contracts. A single Purchase Payment or the aggregate of all Purchase Payments may not exceed the Maximum Purchase Payment amount shown in the Contract Specifications.

Purchase Payments are payable in U.S. dollars at our Service Center. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared.

**Purchase Payment Allocation** – Prior to the Annuity Date, you may allocate all or part of your Purchase Payments to one or more of the Investment Options available under this Contract. The Investment Options available on the Contract Date are shown in the Contract Specifications.

You may change the Purchase Payment allocation by providing us with instructions in a form satisfactory to us. We will allocate any Purchase Payment according to your most recent allocation instructions. We may reject any instruction or Purchase Payment if your instructions are not clear and we cannot determine your allocation instructions.

**Allocations During the Right to Cancel Period** – We will allocate the initial Purchase Payment in accordance with your most recent allocation instructions.

**Minimum Investment Option Value** – We reserve the right to require that, as a result of any allocation to an Investment Option, any transfer, or any withdrawal, the remaining Account Value in any Investment Option must be at least \$500.

We also reserve the right to transfer any remaining Account Value that does not meet such minimum amount to your other Investment Options on a pro rata basis relative to your most recent allocation instructions for those Investment Options.

## VARIABLE INVESTMENT OPTIONS

**Variable Investment Options** – The Variable Investment Options consist of Subaccounts of the Separate Account. The available Subaccounts as of the Contract Date are shown in the Contract Specifications.

**Separate Account** – We established the Separate Account under the laws of the state of California. The Separate Account is maintained under the laws of our state of domicile. Any income, gains or losses (whether or not realized) from the assets of each Variable Account are credited or charged against such Variable Account without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this Contract and other variable annuity contracts. Assets may be put in our Separate Account for other purposes, but not to support contracts other than variable annuity contracts. The assets of our Separate Account are our property. The portion of the Separate Account assets equal to the reserves and other Contract liabilities with respect to each Variable Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a separate account in excess of the reserves and other liabilities with respect to its Variable Accounts to another separate account or to our General Account. All obligations arising under the Contract are our general corporate obligations. We do not hold ourselves out to be trustees of the Separate Account assets.

We reserve the right, subject to compliance with the law then in effect, and after any required regulatory approval, to:

- cease offering any Subaccount;
- add or change designated investment companies or their portfolios, or other investment vehicles;
- add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account or any Variable Account;
- permit conversion or exchanges between portfolios and/or classes of contracts on the basis of Owners' requests;
- add, remove or combine Variable Accounts;
- combine the assets of any Variable Account with any of our other Separate Accounts or of any of our affiliates;
- register or deregister Separate Account A or any Variable Account under the 1940 Act;
- operate any Variable Account as a managed investment company under the 1940 Act, or any other form permitted by law;
- run any Variable Account under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of Owners with respect to any Variable Account or other persons who have voting rights as to any Variable Account;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the Contracts as annuities under the Code;
- make other changes required under federal or state law relating to annuities;
- suspend or discontinue sale of the Contracts; and
- comply with applicable law.

If any of these changes result in a material change in the underlying investments of a Variable Account, we will notify you of such change.

We will not change the investment policy of the Separate Account without following the filing and other procedures of the insurance supervisory official of our state of domicile and the filing and other procedures established by insurance regulators of the state of delivery. Unless required by law or regulation, an investment policy may not be changed without our consent.

From time to time we may make other Investment Options available to you. Any new Investment Option may invest in portfolios of the designated investment company, other designated investment companies or their portfolios, or in other investment vehicles. New Investment Options will be made available to existing Owners at our discretion. We will provide you with written notice of all material details, including investment objectives and charges. We will comply with the filing or other procedures established by applicable state insurance regulators, to the extent required by applicable law.

## CONTRACT VALUES

**Contract Value** – The Contract Value on any Business Day is the sum of:

- the Variable Account Value; plus
- the Loan Account Value.

We generally determine values on each day that the New York Stock Exchange is open, provided our administrative offices are also open on that day.

**Variable Account Value** – The Variable Account Value on any Business Day is the sum of the Subaccount Values on that day.

**Subaccount Value** – Each Subaccount Value on any Business Day is equal to the number of Subaccount Units in that Subaccount multiplied by the Unit Value of the Subaccount on that day.

We credit the Subaccount with Subaccount Units as a result of any:

- Purchase Payments received by us, reduced by any applicable premium taxes and/or other taxes, and allocated to that Subaccount;
- transfers to that Subaccount, including transfers from the Loan Account; and
- additional amounts allocated to that Subaccount.

We debit the Subaccount with Subaccount Units as a result of any:

- transfers from that Subaccount, including transfers to the Loan Account;
- withdrawals, including any applicable withdrawal charges;
- amounts applied to provide for annuity payments;
- annual fees;
- annual charges for expenses relating to optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The number of Subaccount Units we credit to, or debit from, a Subaccount in connection with a transaction is equal to the amount of the transaction applicable to that Subaccount divided by that Subaccount's Unit Value at the end of the valuation period that includes that day. The number of Subaccount Units in a Subaccount will change only if we credit or debit Subaccount Units for the transactions specified above. The number of Subaccount Units will not change because of subsequent changes in the Subaccount Unit Value.

**Subaccount Unit Value** – The initial Unit Value of each Subaccount was \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Unit Value for each Subaccount is equal to (Y) times (Z), where:

(Y) is the Unit Value for that Subaccount as of the end of the prior Business Day; and

(Z) is the Net Investment Factor for that Subaccount for the period (a "valuation period") between the prior Business Day and that Business Day.

**Net Investment Factor** – Each Subaccount's Net Investment Factor for any valuation period is equal to  $(A / B) - C$ , where:

(A) equals:

- (a) the net asset value per share of the corresponding portfolio shares held by the Subaccount as of the end of that valuation period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that valuation period on the portfolio shares held by the Subaccount; plus or minus
- (c) any per share charge or credit for any income taxes, other taxes, or amounts set aside during that valuation period as a reserve for any income and/or any other taxes for which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Purchase Payments;

(B) is the net asset value per share of the portfolio shares held by the Subaccount as of the end of the prior valuation period; and

(C) is a factor that we assess against the Subaccount's net assets held by each Subaccount for the mortality and expense risk charge and the administrative fee during that valuation period.

**Loan Account Value** – For Qualified Contracts that permit loans, the Loan Account Value as of the end of any Business Day is the Loan Account Value on the prior Business Day, increased by any:

- interest; plus
- Contract Value loaned on that day;

and decreased by any:

- loan principal repaid; plus
- earned interest transferred from the Loan Account on that day.

**Persistency Credit** – Beginning on the eighth (8<sup>th</sup>) Contract Anniversary prior to annuitization, and on every Contract Anniversary thereafter that is prior to the Annuity Date, we will add to the Contract Value an amount equal to 0.55% multiplied by the Contract Value for that Contract Anniversary. The Persistency Credit will be allocated among Investment Options on a pro rata basis.

## CHARGES, FEES AND DEDUCTIONS

**Administrative Fee** – We charge an administrative fee against the assets held in the Variable Investment Option(s). This fee is assessed daily at the annual rate which is shown in the Contract Specifications. This fee is guaranteed not to increase.

**Mortality and Expense Risk Charge (“Risk Charge”)** – We impose a Risk Charge against the assets held in the Variable Investment Option(s). This charge is assessed daily at the annual rate which is shown in the Contract Specifications. The Risk Charge compensates us for the risks we assume that mortality and expenses will vary from those we assumed. This charge is guaranteed not to increase.

**Annual Fee** – We charge an annual fee against the Contract Value on each Contract Anniversary prior to the Annuity Date, and at the time you withdraw the entire Net Contract Value. The annual fee is shown in the Contract Specifications. This fee is guaranteed not to increase. The annual fee is waived if, on any Contract Anniversary prior to the Annuity Date, or at the time you make a full withdrawal, the Net Contract Value is \$50,000 or more on that day.

We will not impose the annual fee on amounts applied to provide an annuity or on payment of the death benefit proceeds.

**Premium Taxes** – From the Contract Value, we will deduct a charge for any taxes we pay that are attributable to Purchase Payments or withdrawals. Such taxes may include, but are not limited to: any federal, state or local premium or retaliatory taxes; and any federal, state or local income, excise, business or any other type of tax (or component thereof), measured by or based upon, directly or indirectly, the amount of Purchase Payments we receive from you. We will normally deduct this charge upon annuitization. However, we may impose this charge on any withdrawal, at the time any death benefit is paid, when the taxes are incurred or when we pay the taxes. We will base this charge on the Contract Value, the amount of the transaction, the aggregate amount of Purchase Payments we receive under the Contract; or any other amount that, in our sole discretion, we deem appropriately reimburses us for premium taxes paid on this Contract.

**Other Taxes** – We reserve the right to charge the Separate Account and/or deduct from the Contract Value a charge for any federal, state or local taxes we pay that are or become attributable to the Separate Account or Contract, including, but not limited to, income taxes attributable to our operation of the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments or payments we make under this Contract.

**Withdrawal Charge** – Withdrawals from the Contract Value are subject to a withdrawal charge which is shown in the Contract Specifications. This charge may apply to amounts withdrawn under the Contract prior to the Annuity Date, depending on which Contract Year the withdrawal is made in.

We will not apply the withdrawal charge on:

- distributions resulting from the death of the first Owner or the sole surviving Annuitant before the Annuity Date, except as provided under the **Death of Owner** provision for certain Non-Natural Owners;
- after the first Contract Year, if the Contract Value is applied to provide an annuity option from us;
- withdrawals after 90 days from the Contract Date if the Owner or Annuitant has been confined to an accredited nursing home for 60 days, and was not confined to the nursing home on the Contract Date. Confinement period for which you seek the waiver must begin after the Contract Date;
- withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under the Contract;
- withdrawals after the first Contract Anniversary, if the Owner or Annuitant has been diagnosed as having a medically determinable condition that results in a life expectancy of twelve (12) months or less and we are provided with medical evidence satisfactory to us; or
- withdrawals as defined under the “Free Withdrawals” section below.

**Amount of Withdrawal Charge** – The amount of a withdrawal charge depends on how long the Purchase Payments are held under this Contract. Each Purchase Payment you make is considered to have a certain “age,” depending on the length of time since that Purchase Payment was effective.

A Purchase Payment is “age one” from the day it was effective until the next Contract Anniversary and increases in “age” on that and each succeeding Contract Anniversary. When you withdraw an amount, the “age” of any Purchase Payment you withdraw determines the level of withdrawal charge as shown in the Contract Specifications.

For purposes of calculating the withdrawal charge, we assume that amounts withdrawn will be applied to Purchase Payments first and in the order the Purchase Payments were received. The withdrawal charge will be deducted proportionately from each Investment Option selected for withdrawal.

**Free Withdrawals** – During a Contract Year, you may withdraw free of withdrawal charges amounts up to the sum of your earnings plus your “Eligible Purchase Payments”. Eligible Purchase Payments include 10% of all Purchase Payments that have an “age” of less than eight (8) years, plus 100% of all remaining Purchase Payments that have an “age” of eight (8) years or more.

Any portion of your Eligible Purchase Payments not withdrawn during a Contract Year may not be carried over to the next Contract Year.

**Earnings** – For the purposes of calculating the withdrawal charge as of the end of any Business Day, earnings equal the Contract Value less the aggregate Purchase Payments that are reduced by withdrawals of prior Purchase Payments.

## TRANSFER PROVISIONS

**Transfers** – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, transfer all or part of the Contract Value, less any Loan Account Value, in any Investment Option among other Investment Options, while the Annuitant is living and the Contract is in force.

Your transfer request must specify:

- (a) **the Investment Option (the “source account”)** from which the transfer is to be made. You may choose one or more Investment Options as your source account(s). Your source account may not also be a target account;
- (b) **the amount of the transfer.** The amount of the transfer may be specified as a dollar amount or a percentage of the source Account Value. If you select more than one source account, the amount of the transfer from each source account must be at least the lesser of either \$250 or the full source Account Value; and
- (c) **the Investment Option (the “target account”)** to receive the transferred amount. You may choose one or more Investment Options as your target account(s). If you select more than one target account, your request must specify how the transferred amounts are to be allocated among the target accounts. Your source account may not also be a target account.

Transfers among Investment Options will normally be effective as of the end of the Business Day the transfer request, in a form satisfactory to us, is received at our Service Center.

**Transfer Limitations and Restrictions** – The following limitations and restrictions apply to transfers among Investment Options:

- (a) Transfers are allowed thirty (30) days after the Contract Date.
- (b) Transfers are limited to twenty-five (25) transfers during each Calendar Year and only two (2) per month, into or out, that affect any international Investment Options. For the purpose of applying this limitation, transfers that occur on the same day are considered one transfer and transfers that occur as a result of any systematic transfer option are excluded from the maximum twenty-five (25) transfers per Calendar Year limitation.
- (c) Transfers to or from an Investment Option cannot be made until the eighth (8<sup>th</sup>) calendar day (provided that day is a Business Day) from the last day of the most recent transfer to or from that Investment Option. The day of the most recent transfer is considered as the first (1<sup>st</sup>) calendar day for purposes of meeting this requirement. Transfers that occur as a result of any systematic transfer option are excluded from this requirement.
- (d) If a transfer reduces the remaining Account Value in any Investment Option immediately after such transfer to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.
- (e) We further reserve the right to restrict, in our sole discretion and without prior notice, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:
  - (i) not accepting transfer instructions from an individual or entity acting on behalf of more than one Contract Owner; and
  - (ii) not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.

- (f) We further reserve the right to modify the limits described in subparagraphs (a) through (e) above or to impose, without prior notice, other limitations and restrictions on transfers or exchanges that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners or to comply with any applicable federal or state laws, rules and regulations.

## WITHDRAWAL PROVISIONS

**Withdrawals** – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, withdraw all or a portion of the amount available under this Contract, while the Annuitant is living and the Contract is in force. However, no withdrawals are allowed within thirty (30) days of the Contract Date.

You may specify that the withdrawal be taken from a specific Investment Option(s) or pro rata from all Investment Options. If your request does not specify the Investment Option(s) from which the withdrawal is to be made, the withdrawal will be taken pro rata from all Investment Options relative to the Account Value in each option.

Withdrawals will normally be effective as of the end of the Business Day the withdrawal request, in a form satisfactory to us, is received at our Service Center.

**Minimum Withdrawal Amount** – The minimum amount that may be withdrawn is \$500. If the withdrawal reduces the Account Value in any Investment Option to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If the withdrawal reduces the Net Contract Value to an amount less than \$1,000, we may terminate this Contract and pay you the withdrawal proceeds (see **Full Withdrawal** provision). We will not terminate the Contract if you own an optional rider and a withdrawal reduces the Net Contract Value to an amount less than \$1,000. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

**Full Withdrawal** – You may, on or before the Annuity Date, make a full withdrawal under this Contract for its withdrawal proceeds, while the Annuitant is living and the Contract is in force. A full withdrawal will terminate the Contract. We will require the return of this Contract or a signed Lost Contract Affidavit with your request. Your request for a full withdrawal will normally be effective as of the end of the Business Day such request, in a form satisfactory to us, is received at our Service Center. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

**Amount Available for Withdrawal** – The amount available for withdrawal is the Net Contract Value as of the end of the Business Day on which the withdrawal request is effective, less any:

- Withdrawal charges;
- charges for expenses relating to optional riders attached to the Contract;
- charges for annual fees; and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

## DEATH BENEFIT PROVISIONS

**Death Benefit** – A death benefit will be payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force.

The proceeds of any death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the "Notice Date"). Such proceeds will equal the Death Benefit Amount reduced by any:

- Contract Debt; and
- charges for premium taxes and/or other taxes, if proceeds are used to purchase an Annuity Option from us.

These proceeds may be payable in a lump sum, as periodic payments under an Annuity Option available under this Contract, towards the purchase of any other Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

If there are multiple Beneficiaries, the Death Benefit Amount will be calculated when we first receive proof of death and instructions, in proper form, from any Beneficiary. Any Death Benefit Amount still remaining to be paid to any other Beneficiary will fluctuate with the performance of the underlying Investment Options.

**Death Benefit Amount** – The Death Benefit Amount as of any Business Day prior to the Annuity Date is equal to the greater of:

- (a) the Contract Value as of that day; or
- (b) the aggregate Purchase Payments reduced by an amount for each withdrawal that has occurred, which is calculated by multiplying the aggregate Purchase Payments received prior to each withdrawal by the ratio of the amount of the withdrawal, including any withdrawal charge, to the Contract Value immediately prior to the withdrawal.

**Death of Annuitant** – If the Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date. Unless there is a surviving Joint Annuitant or Contingent Annuitant, we will pay the death benefit proceeds to the first person among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to the Owner's estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant and no death benefit will be paid. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant and no death benefit will be paid.

If you are the Annuitant and you die, we will determine the amount of any death benefit and to whom it will be paid under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

**Death of Owner** – If the Owner dies before the sole surviving Annuitant and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date.

If the Owner dies before the sole surviving Annuitant and before the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to your estate.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

**Death of Owner Distribution Rules** – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time, or the lump sum payment option will be deemed elected. We will consider that deemed election as our receipt of instructions regarding payment of the death benefit proceeds.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

On the Notice Date, if the surviving spouse has elected to continue the Contract, we will set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit. The amount that the Death Benefit Amount exceeds the Contract Value will be added to the Contract Value in the form of the Add-In Amount on the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and will be considered earnings. There will not be an adjustment to the Contract Value if the Contract Value is equal to the death benefit proceeds as of the Notice Date.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first person among the following who is (1) living; or (2) an entity entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408 or 408A of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

## **BENEFICIARY PROVISIONS**

**Designation of Beneficiary** – The Beneficiary is the person you name who may receive any death benefit proceeds, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. The Owner can name more than one Beneficiary. Multiple Beneficiaries will share the death benefit proceeds (or any remaining annuity payments) equally, unless otherwise specified. If any Beneficiary predeceases the Annuitant or Owner, that Beneficiary's interest will go to any other Beneficiaries named, according to their respective interests, unless otherwise specified. If you leave no surviving Beneficiary, your estate may receive the death benefit proceeds.

If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any death benefit proceeds, nor for how the trustee disposes of any death benefit proceeds. If before payment of any death benefit proceeds, we receive proper notice that the trust has been revoked or is not in effect, then any death benefit proceeds payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

**Adding or Changing Your Beneficiary** – You may add, change, or remove any Beneficiary, subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to our receipt of the notice.

## ANNUITY PROVISIONS

**Choice of Annuity Date** – Unless otherwise changed as provided below, the Annuity Date is shown in the Contract Specifications. We assigned the Annuity Date based on the Contract type chosen and the Annuitant's Age shown in the application for this Contract. If there are Joint Annuitants, the Annuity Date was based on the younger Annuitant's birthday.

The Annuity Date may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date or new Annuity Date, whichever is earlier, subject to any applicable state law or the Code.

The new Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the Annuitant reaches his or her 95th birthday, or earlier, as required by any applicable state law or the Code. If there are Joint Annuitants, the Annuity Date will be based on the younger Annuitant's birthday. You may be subject to additional restrictions under your Qualified Plan. You should consult with your Qualified Plan administrator before you elect an Annuity Date.

**Default Annuity Option** – For all Non-Qualified Contracts and those Qualified Contracts where the Annuitant is not married, the Annuity Option will be a fixed annuity Life with a Period Certain of Ten (10) Years. If this is a Qualified Contract and you are married, the Annuity Option will be a fixed annuity Joint and Survivor Life, with survivor payments of 100%, and your spouse will automatically be named as the secondary Annuitant.

The Annuity Option may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date, to any other Annuity Option contained in this Contract or allowed by us.

Unless otherwise specified or changed, we will make annuity payments based on our most frequent payment schedule that results in an initial annuity payment of at least \$250. The payment frequency may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date.

Subject to our minimum requirements, the Net Contract Value less any charges for premium taxes and/or other taxes will be converted to a fixed annuity payout option on the Annuity Date.

**Application of Contract Value** – Prior to the Annuity Date, you may elect to convert all or part of the Net Contract Value less any charge for premium taxes and/or other taxes, to any currently offered Annuity Option. The aggregate net amount you convert must be at least \$10,000; otherwise, we reserve the right to terminate this Contract and pay a single amount equal to the withdrawal proceeds as determined under the **Full Withdrawal** provision. You may elect to have annuity payments made monthly, quarterly, semiannually, or annually. Regardless of the frequency of payments, the minimum annuity payment that you may elect to receive is \$250. We reserve the right to reduce the frequency of payments or the period certain if the initial annuity payment is less than \$250. We reserve the right to pay the amount in a lump sum withdrawal if no annuity benefit equals or exceeds the minimum annuity payment.

Subject to the **Withdrawal Provisions**, you may also elect a full withdrawal in lieu of annuity payments under an Annuity Option. Before we make any full withdrawal, we require return of this Contract (or a signed Lost Contract Affidavit) to us.

If you convert only a portion of the Net Contract Value on the Annuity Date, you may, at that time, elect not to have the remainder of the Net Contract Value distributed, but instead to continue the Contract with that remaining Contract Value. This option may or may not be available, or may be available only for certain types of Contracts. If this option is available and you elect it, you would choose a second Annuity Date for such Contract Value. All references in this Contract to the Annuity Start Date (or Annuity Date) would, with regard to such Contract Value, be deemed to refer to that second Annuity Date. The second Annuity Date may not be after the Annuitant's 95<sup>th</sup> birthday. You should consult with your tax adviser for more information if you desire this option.

**Your Selections** – Prior to the Annuity Date, you may make three selections about the annuity payments. First, you may choose whether you want those payments to be a fixed-dollar amount or a variable-dollar amount, or both. Second, you may choose the form of annuity payments (Annuity Option). Third, you may choose to have annuity payments made monthly, quarterly, semiannually, or annually.

The first annuity payment will be sent on the day following the Annuity Date and must be at least \$250. We may reduce the payment frequency if the first annuity payment is less than \$250. If you elect annuity payments for a Period Certain Only, we also reserve the right to reduce the Period Certain to meet the \$250 minimum first payment.

Once annuity payments begin, no changes can be made to either the Annuity Option or the basis on which such payments are made (a fixed annuity basis or variable annuity basis), no additional purchase payments will be accepted and no withdrawals will be allowed.

**Fixed and Variable Annuities** – You may choose a fixed annuity (with fixed-dollar payments), a variable annuity (with variable-dollar payments), or you may choose a combination of both. If you select a variable annuity, you may choose any Subaccounts for the annuity. If you select a variable annuity, on the Annuity Date, we will convert that portion of the Net Contract Value as it is currently allocated among the Subaccount(s). We will apply the net amount you convert to a fixed annuity and/or a variable annuity (and in this instance, to each Subaccount), based on the relative Account Value in each Investment Option on the Annuity Date. Any net amount you convert to a fixed annuity will be held in our General Account.

Each periodic payment under the fixed annuity will be equal to the amount of the first fixed annuity payment (unless you elect a joint and survivor life annuity with reduced survivor payments). The amount of each variable annuity periodic payment will vary with the investment results of the Subaccount(s) you select. After the Annuity Date, you may exchange the Annuity Units in any Subaccount(s) for Annuity Units in any other Subaccount(s) up to four (4) times in any twelve (12) month period. We reserve the right to limit the Subaccounts available, to change the number and frequency of exchanges and to change the number of Subaccounts you may choose.

**Amount of Payments** – The first annuity payment amount depends on the Annuity Option, payment frequency, and whether you select a fixed annuity and/or a variable annuity. If you do not choose the Period Certain Only Option, the amount will depend on the Age of the Annuitant(s), the Annuity Date, and the sex of the Annuitant(s), unless unisex factors apply.

**Fixed Annuity Payments** – The minimum guaranteed income purchased per \$1,000 of the net amount applied to a fixed annuity is based on an annual interest rate of 3% and the 1983a Mortality Table with the ages set back ten (10) years.

**Conversion to Current Rates** – Annuity payments will be based on the greater of:

- our current income factors in effect for this Contract on the Annuity Date; or
- our guaranteed income factors set forth in this Contract.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.

**Variable Annuity Payments – Subaccount Annuity Units.** For each Subaccount, we divide the amount of the initial variable annuity payment from each Subaccount by the Annuity Unit Value for that Subaccount (the “Annuity Unit Value”) on the Annuity Date, to obtain the number of Annuity Units for that Subaccount. The number of Annuity Units in each Subaccount will not change unless exchanges of Annuity Units are made (or if the Joint and Survivor Annuity Option is elected and the Primary Annuitant dies first), but the Annuity Unit Value of those Annuity Units will vary.

**Subsequent Variable Payments** – The amount of each subsequent variable annuity payment will be the sum of the amounts payable based on the Annuity Units in each Subaccount. To determine the amount payable for each Subaccount, we multiply the number of Annuity Units in that Subaccount by their Annuity Unit Value on the day in each payment period that corresponds to the Annuity Date.

The smallest gross annual rate of return needed for the dollar amount of the variable annuity payments to not decrease is equal to the sum of the assumed interest rate (AIR) of 5% and all product fees and charges. The fees and charges would include the Mortality and Expense Risk charge of 1.15% and the Administrative Fee of 0.15%. Thus, the total gross annual rate of return would need to be at least 6.30% (net of fund level expenses).

**Annuity Unit Value** – The initial Annuity Unit Value for each Subaccount was arbitrarily set at \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Annuity Unit Value for each Subaccount is equal to  $(A \times B) \times C$ , where:

A - is the Subaccount's Annuity Unit Value for that Subaccount as of the end of the prior Business Day;

B - is the Net Investment Factor for that Subaccount for that valuation period; and

C - is an interest factor to offset the effect of the assumed investment return which is built into the Annuity Option Tables.

We generally calculate the Annuity Unit Value of each Subaccount on each day the New York Stock Exchange is open, provided our administrative offices are also open that day.

We guarantee that the amount of each subsequent annuity payment will not be affected by variations in our expenses or in mortality experience.

**Periodic Payments** – The first payment under the Annuity Options will be determined on the Annuity Date and will be made on the day following the Annuity Date.

For a Beneficiary entitled to a death benefit due to the death of any Owner or the sole surviving Annuitant, the first payment will be made on the first day of the calendar month, or earlier at our option, next following the day we receive due proof of the death and instructions regarding payment, (called the "Payment Start Date"), and such other documentation as we may require. Subsequent payments will be determined on the day in each payment period that corresponds to the Payment Start Date and will be made on the following day.

## ANNUITY OPTIONS

The following Annuity Options are available under this Contract. Additional options may become available in the future:

**Option 1 – Life Only:** Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

**Option 2 – Life with Period Certain:** Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed variable payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed variable payments at the assumed investment return.

**Option 3 – Joint and Survivor Life:** Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant. If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66-2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant. Variable annuity payments will be determined using 50% or 66-2/3%, as applicable, of the number of Annuity Units for each Subaccount credited to the Contract. Payments stop when both Annuitants have died.

**Option 4 – Period Certain Only:** Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed variable payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed variable payments at the assumed investment return.

## ANNUITY OPTION TABLES

**Applicability of Rates** – For the fixed Annuity Option, the Annuity Option Tables contained in the following pages illustrate the minimum guaranteed monthly income purchased per \$1,000 of the net amount applied.

The tables also illustrate the minimum rates for the first monthly variable annuity payment per \$1,000 of the net amount applied to the variable annuity payment option. Subsequent payments may be higher or lower than the first payment, based on the investment performance of the Subaccount(s) you elect and whether you exchange Subaccount Annuity Units.

For some Qualified Plans and in some states, the use of sex-distinct income factors are prohibited. For those Qualified Plans, we use blended unisex income factors for life payment options for both male and female Annuitants.

**Basis of Computations** – The actuarial basis for the fixed Annuity Option Tables is the 1983a Annuity Mortality Table with the ages set back ten (10) years with interest at an annual rate of [3%]. The rates for variable annuity payments are based on an assumed investment return of 5% per year and the 1983a Annuity Mortality Table with the ages set back ten (10) years.

**Rates Not Shown** – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

Annuity benefits will not be less than those that would have been provided by the application of an amount to purchase any single premium immediate annuity offered by us at the time annuity payments commence to the same class of annuitants.

**OPTIONS 1 AND 2**  
**LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS**

**Fixed Annuity Rates**

<b>Age</b>	<b>Male at 3%</b>			<b>Female at 3%</b>			<b>Unisex at 3%</b>		
	<b>Life Only</b>	<b>Life with Guaranteed</b>		<b>Life Only</b>	<b>Life with Guaranteed</b>		<b>Life Only</b>	<b>Life with Guaranteed</b>	
		<b>Period Certain</b>	<b>10 Yr.</b>		<b>20 Yr.</b>	<b>Period Certain</b>		<b>10 Yr.</b>	<b>20 Yr.</b>
30	3.04	3.03	3.03	2.93	2.93	2.93	2.99	2.98	2.98
35	3.14	3.14	3.13	3.02	3.02	3.01	3.08	3.08	3.07
40	3.28	3.27	3.26	3.13	3.12	3.12	3.20	3.20	3.19
45	3.44	3.44	3.41	3.26	3.26	3.24	3.35	3.35	3.33
50	3.66	3.64	3.60	3.42	3.42	3.40	3.54	3.54	3.50
55	3.93	3.90	3.82	3.63	3.63	3.59	3.78	3.77	3.71
60	4.27	4.22	4.08	3.90	3.89	3.82	4.09	4.06	3.96
65	4.70	4.62	4.39	4.25	4.22	4.11	4.48	4.43	4.25
70	5.28	5.14	4.71	4.72	4.66	4.44	5.00	4.90	4.58
75	6.10	5.81	5.02	5.35	5.22	4.79	5.73	5.52	4.92
80	7.23	6.61	5.27	6.25	5.96	5.12	6.74	6.30	5.20
85	8.82	7.49	5.42	7.56	6.89	5.35	8.18	7.20	5.39
90	11.06	8.33	5.49	9.53	7.89	5.47	10.28	8.12	5.48
95	14.16	8.97	5.51	12.48	8.74	5.50	13.30	8.86	5.51

**Variable Annuity Rates**

<b>Age</b>	<b>Male at 5%</b>			<b>Female at 5%</b>			<b>Unisex at 5%</b>		
	<b>Life Only</b>	<b>Life with Guaranteed</b>		<b>Life Only</b>	<b>Life with Guaranteed</b>		<b>Life Only</b>	<b>Life with Guaranteed</b>	
		<b>Period Certain</b>	<b>10 Yr.</b>		<b>20 Yr.</b>	<b>Period Certain</b>		<b>10 Yr.</b>	<b>20 Yr.</b>
30	4.38	4.37	4.36	4.29	4.29	4.29	4.34	4.33	4.33
35	4.46	4.46	4.44	4.36	4.35	4.35	4.41	4.41	4.40
40	4.57	4.56	4.54	4.44	4.44	4.42	4.51	4.50	4.49
45	4.71	4.70	4.67	4.55	4.54	4.52	4.63	4.62	4.60
50	4.91	4.89	4.82	4.69	4.68	4.65	4.80	4.78	4.74
55	5.16	5.12	5.02	4.87	4.86	4.81	5.02	4.99	4.92
60	5.48	5.41	5.24	5.12	5.09	5.01	5.30	5.26	5.13
65	5.89	5.79	5.51	5.44	5.40	5.26	5.67	5.60	5.39
70	6.46	6.28	5.80	5.89	5.80	5.55	6.18	6.05	5.68
75	7.27	6.91	6.08	6.51	6.34	5.87	6.89	6.64	5.98
80	8.41	7.68	6.29	7.39	7.05	6.16	7.90	7.38	6.23
85	10.02	8.52	6.43	8.72	7.93	6.37	9.36	8.24	6.40
90	12.29	9.30	6.49	10.71	8.88	6.47	11.49	9.10	6.48
95	15.42	9.90	6.51	13.70	9.68	6.50	14.55	9.80	6.51

**OPTION 3 - JOINT AND 50% SURVIVOR LIFE**

**Primary Annuitant**

**Male Age**

		60		65		70		75		80		85	
		<u>3%</u> <u>Fixed</u>	<u>5%</u> <u>Variable</u>										
<b>Female Age</b>	<b>60</b>	3.91	5.12	4.13	5.34	4.39	5.60	4.69	5.92	5.02	6.30	5.38	6.73
	<b>65</b>	3.99	5.19	4.25	5.43	4.54	5.73	4.88	6.09	5.26	6.51	5.67	6.98
	<b>70</b>	4.06	5.25	4.36	5.53	4.70	5.87	5.10	6.27	5.55	6.75	6.03	7.29
	<b>75</b>	4.12	5.31	4.46	5.62	4.85	6.00	5.32	6.47	5.86	7.03	6.45	7.66
	<b>80</b>	4.17	5.36	4.54	5.70	4.98	6.13	5.54	6.67	6.18	7.33	6.91	8.08
	<b>85</b>	4.21	5.40	4.60	5.77	5.09	6.24	5.72	6.86	6.49	7.63	7.40	8.54

**Primary Annuitant**

**Unisex Age**

		60		65		70		75		80		85	
		<u>3%</u> <u>Fixed</u>	<u>5%</u> <u>Variable</u>										
<b>Unisex Age</b>	<b>60</b>	3.84	5.05	4.07	5.27	4.34	5.54	4.65	5.86	5.00	6.24	5.39	6.69
	<b>65</b>	3.90	5.10	4.17	5.35	4.47	5.65	4.83	6.01	5.23	6.44	5.68	6.94
	<b>70</b>	3.96	5.15	4.25	5.43	4.60	5.76	5.02	6.17	5.49	6.66	6.03	7.24
	<b>75</b>	4.00	5.19	4.32	5.49	4.72	5.87	5.20	6.34	5.76	6.91	6.41	7.58
	<b>80</b>	4.03	5.23	4.38	5.55	4.81	5.96	5.36	6.49	6.02	7.15	6.81	7.96
	<b>85</b>	4.05	5.25	4.42	5.59	4.88	6.04	5.49	6.62	6.25	7.38	7.20	8.33

**OPTION 3 - JOINT AND 66 2/3% SURVIVOR LIFE**

**Primary Annuitant**

**Male Age**

		60		65		70		75		80		85	
		<u>3%</u> <u>Fixed</u>	<u>5%</u> <u>Variable</u>										
<b>Female Age</b>	<b>60</b>	3.80	5.01	3.97	5.18	4.16	5.36	4.35	5.58	4.55	5.81	4.76	6.06
	<b>65</b>	3.90	5.10	4.12	5.30	4.34	5.52	4.58	5.77	4.83	6.05	5.07	6.34
	<b>70</b>	4.00	5.18	4.25	5.42	4.53	5.69	4.84	6.00	5.15	6.33	5.46	6.68
	<b>75</b>	4.08	5.26	4.38	5.54	4.72	5.87	5.11	6.25	5.51	6.66	5.92	7.10
	<b>80</b>	4.14	5.33	4.48	5.64	4.89	6.03	5.37	6.50	5.90	7.03	6.45	7.59
	<b>85</b>	4.19	5.38	4.56	5.73	5.03	6.17	5.61	6.73	6.28	7.39	7.02	8.14

**OPTION 3 - JOINT AND 100% SURVIVOR LIFE**

**Primary Annuitant**

**Male Age**

		60		65		70		75		80		85	
		<u>3%</u> <u>Fixed</u>	<u>5%</u> <u>Variable</u>										
<b>Female Age</b>	<b>60</b>	3.60	4.80	3.69	4.88	3.76	4.94	3.81	5.00	3.84	5.04	3.87	5.06
	<b>65</b>	3.75	4.93	3.88	5.04	3.99	5.15	4.07	5.23	4.14	5.30	4.18	5.35
	<b>70</b>	3.88	5.05	4.06	5.21	4.24	5.37	4.38	5.52	4.50	5.63	4.58	5.72
	<b>75</b>	3.99	5.16	4.23	5.38	4.49	5.61	4.72	5.83	4.93	6.03	5.08	6.19
	<b>80</b>	4.08	5.25	4.38	5.52	4.72	5.83	5.07	6.17	5.40	6.49	5.68	6.77
	<b>85</b>	4.15	5.33	4.50	5.65	4.91	6.03	5.39	6.49	5.89	6.97	6.37	7.44

**OPTION 4 - PERIOD CERTAIN ONLY**

**Monthly Income**

<u>Years</u>	<u>3% Fixed</u>	<u>5% Variable</u>
5	17.90	18.74
6	15.13	15.98
7	13.16	14.02
8	11.68	12.56
9	10.53	11.42
10	9.61	10.51
11	8.86	9.77
12	8.24	9.16
13	7.71	8.64
14	7.26	8.20
15	6.87	7.82
16	6.53	7.49
17	6.23	7.20
18	5.96	6.94

**Monthly Income**

<u>Years</u>	<u>3% Fixed</u>	<u>5% Variable</u>
19	5.73	6.71
20	5.51	6.51
21	5.32	6.33
22	5.15	6.17
23	4.99	6.02
24	4.84	5.88
25	4.71	5.76
26	4.59	5.65
27	4.47	5.54
28	4.37	5.45
29	4.27	5.36
30	4.18	5.28



Pacific Life Insurance Company • [700 Newport Center Drive • Newport Beach, CA 92660]

**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT**

Investment Experience Reflected in Benefits  
Variable Accumulation Before Annuity Date  
Withdrawal Charges Waived in Specific Instances  
Annuities Payable in Variable and Fixed Dollar Amounts  
Death Benefit Proceeds Payable Before Annuity Date  
Non-Participating