

SERFF Tracking Number: TPCI-126614914 State: Arkansas  
Filing Company: PHL Variable Insurance Company State Tracking Number: 459710  
Company Tracking Number: 10FIA  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: Indexed Annuity  
Project Name/Number: /

## Filing at a Glance

Company: PHL Variable Insurance Company

Product Name: Indexed Annuity

TOI: A071 Individual Annuities - Special

Sub-TOI: A071.001 Equity Indexed

Filing Type: Form

SERFF Tr Num: TPCI-126614914 State: Arkansas

SERFF Status: Closed-Approved-Closed State Tr Num: 459710

Co Tr Num: 10FIA

State Status: Approved-Closed

Authors: Scott Zweig, Joseph Bonfitto, Kathleen Richter, Jeanie Gagnon, Elizabeth Stevens

Reviewer(s): Linda Bird

Disposition Date: 08/04/2010

Date Submitted: 06/16/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/04/2010

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: 06/21/2010

Created By: Scott Zweig

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Scott Zweig

Filing Description:

Scott Zweig - State Compliance Consultant

Life & Annuity State Compliance Office

One American Row Hartford, CT 06102-5056

(860) 403-5951 Fax: (860) 403-7252

Toll Free: 1-800-349-9267 (press 2, then 6)

Email: Scott.Zweig@phoenixwm.com

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Project Name/Number: /  
June 16, 2010

Mr. Joe Musgrove  
Department of Insurance  
State of Arkansas  
1200 West Third Street  
Little Rock, Arkansas 72201

Re: PHL Variable Insurance Company  
NAIC #: 93548, FEIN #: 06-1045829

For Approval Purposes

Form 10FIA – Single Premium Deferred Fixed Indexed Annuity Contract  
Form 10FIASPB - Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages  
Form 10FIASPN - Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages  
Form 10GLWB – Guaranteed Lifetime Withdrawal Benefit Rider  
Form 10GLWBN – Guaranteed Lifetime Withdrawal Benefit Rider  
Form 10NHW – Nursing Home Waiver Amendment  
Form 10NHWN – Nursing Home Waiver Amendment  
Form 10TIW – Terminal Illness Waiver Amendment  
Form 10TIWN – Terminal Illness Waiver Amendment  
Form 10MVA – Market Value Adjustment Amendment

Dear Mr. Musgrove:

We are filing the above-referenced forms for approval with the Commission. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing, positioning and pagination. These forms are new and are not intended to replace existing forms. We intend to make these forms available on September 13, 2010, but not without approval from your Department. These forms will be marketed to the general public. They were approved by our domiciliary state of Connecticut for use outside of Connecticut effective June 8, 2010. Please note that this contract is substantially similar to a contract recently approved by your Department (2/11/2010 / TPCI-126236821.)

Contract form (10FIA), a Single Premium Deferred Fixed Indexed Annuity contract, available with an optional Premium Bonus, is designed to provide a series of periodic payments based on the Annuitization Value on the Contract Maturity Date and the performance of various selected accounts. The optional Premium Bonus is applied to the Account Value on the date the premium is applied to the contract. The amount of the Premium Bonus will be based on the amount of the premium payment and the applicable Premium Bonus Percentage shown on the schedule pages. At the time of

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issue, the initial premium and any applicable Premium Bonus (if the Premium Bonus version is elected) will be applied to the contract and allocated in accordance with the premium allocation chosen at the time of application. This contract provides both fixed and indexed account options to which the client can allocate their premium and Premium Bonus, if applicable. The fixed account will accumulate at a specified interest rate, while any chosen indexed account's growth will be based on the performance of those particular indexes over a specified period of time. At the end of that period, the performance of the index will be measured. Based on that calculation, an Index Credit may be applied to the Account Value. A negative Index Credit will never be applied to the contract.

When the Premium Bonus feature of the contract is elected, form 10FIASPB will be issued with the contract. These schedule pages contain language specific to the bonus version of the product and will only be issued if such version is elected at the time of application. Alternatively, when the contract is elected without the optional Premium Bonus feature, form 10FIASPN, standard contract schedule pages will be issued with the contract. In addition to ordinary case-specific information, both versions of the schedule pages will also include information regarding the various indexed accounts that are available with the product.

Form 10MVA, a market value adjustment amendment, if issued with this contract, this form will provide a market value adjustment feature. There is no charge for this amendment and it is not an option selected at the time of application. The company may decide to offer or cease offering this feature for new issues at any time .

Form 10NHW, a nursing home waiver amendment, if issued with the Premium Bonus version of the contract, will provide a waiver of certain charges if the Owner meets specified criteria. There is no charge for this amendment and it is not an option selected at the time of application. The company may decide to offer or cease offering this feature for new issues at any time.

Form 10NHWN, a nursing home waiver amendment, if issued with the standard version of the contract, will provide a waiver of certain charges if the Owner meets specified criteria. There is no charge for this amendment and it is not an option selected at the time of application. The company may decide to offer or cease offering this feature for new issues at any time.

Form 10TIW, a terminal illness waiver amendment, if issued with the Premium Bonus version of the contract, will provide a waiver of certain charges if the Owner meets specified criteria. There is no charge for this amendment and it is not an option selected at the time of application. The company may decide to offer or cease offering this feature for new issues at any time.

Form 10TIWN, a terminal illness waiver amendment, if issued with the standard version of the contract, will provide a waiver of certain charges if the Owner meets specified criteria. There is no charge for this amendment and it is not an option selected at the time of application. The company may decide to offer or cease offering this feature for new issues at any time .

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Form, 09GLWB, a guaranteed lifetime withdrawal benefit rider, will also be made available with the Premium Bonus version of this contract. It provides guaranteed withdrawals up to the Annual Benefit Amount each Rider Year following the Rider Exercise Date for the life of the Covered Person(s) regardless of the value of the base contract. In addition, this rider also provides a guaranteed minimum death benefit feature. There is an explicit charge for this rider based on the particular version of the rider selected.

Form, 09GLWBN, a guaranteed lifetime withdrawal benefit rider, will also be made available with the standard version of this contract. It provides guaranteed withdrawals up to the Annual Benefit Amount each Rider Year following the Rider Exercise Date for the life of the Covered Person(s) regardless of the value of the base contract. In addition, this rider also provides a guaranteed minimum death benefit feature. There is an explicit charge for this rider based on the particular version of the rider selected.

There are seven additional rider forms previously approved by your department, that we intend to issue with all versions of this contract. Each form describes a particular indexed account crediting methodology that is used to determine the Index Credit that may be applied to the contract. These riders will be issued with the contract if an indexed account with the particular crediting methodology is offered at the time of issue. A list of those seven riders is included below. For more detailed information, please see the attachments included on the Form Schedule tab of this submission.

Form Number - Form Title - Approval Date/File No.

09MNTH - Monthly Point-to-Point Indexed Account - 2/11/2010 / TPCI-126236821

09MPTPH - Model Point-to-Point Indexed Account - 2/11/2010 / TPCI-126236821

09MSL - Model Soft Landing Indexed Account - 2/11/2010 / TPCI-126236821

09PTPH - Point-to-Point Indexed Account - 2/11/2010 / TPCI-126236821

09RNBW - Rainbow Point-to-Point Indexed Account 2/11/2010 / TPCI-126236821

09SL - Soft Landing Indexed Account - 2/11/2010 / TPCI-126236821

09TRIG - Performance Trigger Indexed Account - 2/11/2010 / TPCI-126236821

This submission, including charges and other values, is for specimen purposes only. Other scenarios may generate additional text information in the specifications and tables section of the schedule pages. An actuarial memorandum is enclosed for these forms.

Additional previously and subsequently approved riders, endorsements, amendments, addendums, insert and schedule pages may also be made available with this contract. Text ordinarily bracketed appears in the schedule pages and specification sections of the forms. See the attached Statement of Variability for a more complete description. Any requisite fees and filing documents have been enclosed.

Your attention to this submission is appreciated. Should you have any questions regarding any of the materials in this

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filing, please do not hesitate to contact me at 1-860/403-5951, by fax at (860) 403-7225 or by e-mail at scott.zweig@phoenixwm.com.

Sincerely,

Scott Zweig  
 State Compliance Consultant

**Company and Contact**

**Filing Contact Information**

Scott Zweig, Compliance Consultant scott.zweig@phoenixwm.com  
 One American Row 860-403-5951 [Phone]  
 Hartford, CT 06102 860-403-7225 [FAX]

**Filing Company Information**

PHL Variable Insurance Company CoCode: 93548 State of Domicile: Connecticut  
 One American Row Group Code: 403 Company Type: Life Insurance and Annuities  
 Hartford, CT 06102 Group Name: State ID Number:  
 (860) 403-5000 ext. [Phone] FEIN Number: 06-1045829

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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: Policy including Schedule Pages, Riders and Amendments @ \$50.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
PHL Variable Insurance Company	\$50.00	06/16/2010	37268790

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/04/2010	08/04/2010
Approved-Closed	Linda Bird	06/21/2010	06/21/2010

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages	Kathleen Richter	08/03/2010	08/03/2010
Form	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages	Kathleen Richter	08/03/2010	08/03/2010

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to reopen	Note To Filer	Linda Bird	08/03/2010	08/03/2010
Request to reopen	Note To Reviewer	Kathleen Richter	08/02/2010	08/02/2010

*SERFF Tracking Number:*      *TPCI-126614914*                      *State:*                      *Arkansas*  
*Filing Company:*              *PHL Variable Insurance Company*              *State Tracking Number:*      *459710*  
*Company Tracking Number:*      *10FIA*  
*TOI:*                      *A071 Individual Annuities - Special*              *Sub-TOI:*                      *A071.001 Equity Indexed*  
*Product Name:*              *Indexed Annuity*  
*Project Name/Number:*      */*

## **Disposition**

Disposition Date: 08/04/2010

Implementation Date:

Status: Approved-Closed

Comment: Company submitted correction in schedule pages.

Rate data does NOT apply to filing.

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 Company Tracking Number: 10FIA  
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 Product Name: Indexed Annuity  
 Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Equity Index Certification		Yes
Supporting Document	Hedging Certification		Yes
Supporting Document	Reserve Certification		Yes
Form	Single Premium Deferred Fixed Indexed Annuity Contract		Yes
Form (revised)	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages		Yes
Form	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages	Replaced	Yes
Form (revised)	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages		Yes
Form	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages	Replaced	Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Nursing Home Waiver Amendment		Yes
Form	Nursing Home Waiver Amendment		Yes
Form	Terminal Illness Waiver Amendment		Yes
Form	Terminal Illness Waiver Amendment		Yes
Form	Market Value Adjustment Amendment		Yes

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## Disposition

Disposition Date: 06/21/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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 Company Tracking Number: 10FIA  
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 Product Name: Indexed Annuity  
 Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Equity Index Certification		Yes
Supporting Document	Hedging Certification		Yes
Supporting Document	Reserve Certification		Yes
Form	Single Premium Deferred Fixed Indexed Annuity Contract		Yes
Form (revised)	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages		Yes
Form	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages	Replaced	Yes
Form (revised)	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages		Yes
Form	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages	Replaced	Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Nursing Home Waiver Amendment		Yes
Form	Nursing Home Waiver Amendment		Yes
Form	Terminal Illness Waiver Amendment		Yes
Form	Terminal Illness Waiver Amendment		Yes
Form	Market Value Adjustment Amendment		Yes

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**Amendment Letter**

Submitted Date: 08/03/2010

**Comments:**

Good morning,

Thank you for reopening this filing. We have attached the revised schedule pages.

Should you have any questions, please feel free to contact Scott Zweig at (860) 403-5951.

Sincerely,

Katie Richter

**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
10FIASPB	Schedule Pages	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages	Initial				48.210	10FIASPB 8-2-10 _bonus_ FINAL.pdf
10FIASPN	Schedule Pages	Single Premium Deferred Fixed Indexed Annuity Contract Schedule	Initial				59.710	10FIASPN 8-2-10 _NON bonus_ FINAL.pdf



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Product Name: Indexed Annuity  
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**Note To Filer**

**Created By:**

Linda Bird on 08/03/2010 09:41 AM

**Last Edited By:**

Linda Bird

**Submitted On:**

08/03/2010 09:41 AM

**Subject:**

Request to reopen

**Comments:**

Filing has been reopened in order for correction to be made in the original submission.

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**Note To Reviewer**

**Created By:**

Kathleen Richter on 08/02/2010 03:23 PM

**Last Edited By:**

Kathleen Richter

**Submitted On:**

08/02/2010 03:23 PM

**Subject:**

Request to reopen

**Comments:**

Good afternoon,

We recently became aware of a technical inconsistency between schedule pages 10FIASPN (page # 18) and 10FIASPB (page # 23) and the contract form (10FIA.) The Surrender Charge table included in the schedule pages incorrectly states that the Surrender Charge is calculated as a percentage of the Cumulative Premium. However, it should state that the charge is a percentage of the Accumulation Value to be consistent with the product design and Section 8 of the contract. We kindly request that you re-open this recently approved filing so that we may immediately make this minor correction. No other changes will be made.

Sincerely,

Katie Richter

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## Form Schedule

### Lead Form Number: 10FIA

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	10FIA	Policy/Contract Certificate	Single Premium Deferred Fixed Indexed Annuity Contract	Initial		47.450	AR - 10FIA 6-8-10 FINAL.pdf
	10FIASPB	Schedule Pages	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages	Initial		48.210	10FIASPB 8-2-10 _bonus_ FINAL.pdf
	10FIASPN	Schedule Pages	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages	Initial		59.710	10FIASPN 8-2-10 _NON bonus_ FINAL.pdf
	10GLWB	Policy/Contract Certificate: Amendment, Insert Page, Endorsement or Rider	Guaranteed Lifetime Withdrawal Benefit Rider	Initial		46.990	10GLWB 6-15-10 FINAL.pdf
	10GLWBN	Policy/Contract Certificate: Amendment, Insert Page, Endorsement	Guaranteed Lifetime Withdrawal Benefit Rider	Initial		47.840	10GLWBN 6-15-10 FINAL.pdf

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10NHW	nt or Rider Policy/Cont Nursing Home ract/Fratern Waiver Amendment al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	46.650	10NHW 6-7- 10 FINAL.pdf
10NHWN	nt or Rider Policy/Cont Nursing Home ract/Fratern Waiver Amendment al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	48.350	10NHWN 6-7- 10 FINAL.pdf
10TIW	nt or Rider Policy/Cont Terminal Illness ract/Fratern Wiaver Amendment al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	47.220	10TIW 6-7-10 FINAL.pdf
10TIWN	nt or Rider Policy/Cont Terminal Illness ract/Fratern Wiaver Amendment al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	46.240	10TIWN 6-7- 10 FINAL.pdf
10MVA	nt or Rider Policy/Cont Market Value	Initial	45.580	10MVA 6-7-

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nt or Rider

10 FINAL.pdf



PHOENIX

**PHL VARIABLE INSURANCE COMPANY**  
A Stock Company

The PHL Variable Insurance Company (“the Company”) agrees, subject to the conditions and provisions of this contract, to provide the benefits specified in this contract.

If the contract is in force on the Contract Maturity Date, we shall begin to pay a series of annuity payments automatically to the Owner beginning on the Contract Maturity Date for a period certain of 10 years and as long thereafter as the Annuitant lives, unless another Annuity Payment Option is elected. The amount of each annuity payment, as described in the Annuity Benefits section, will be based on the Annuitization Value on the Contract Maturity Date and the annuity payment option rates in effect on the Contract Maturity Date.

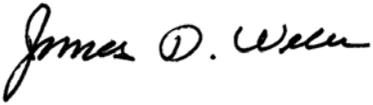
We are issuing the contract in consideration of the application, if any, and our receipt of the Initial Premium at our Annuity Operations Division. The provisions of this and the following pages and any attachments make up your contract.

**RIGHT TO RETURN THIS CONTRACT.** This contract may be returned within 10 days ([20] days for replacements) after you receive it for a refund of the Cumulative Premium, less any withdrawals made under this contract as of the date of cancellation. This contract will be void from its beginning. You may return the contract by delivering or mailing it to us at the address below or by returning it to the agent or agency office through which it was delivered.

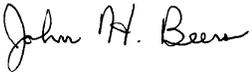
**PHL Variable Insurance Company**

[Annuity Operations Division  
PO Box 8027  
Boston, MA 02266-8027  
Telephone (800) 541-0171]

Signed for PHL Variable Insurance Company at [One American Row, Hartford, Connecticut 06115].

[  ]

[ President ]

[  ]

[ Secretary ]

**READ YOUR CONTRACT CAREFULLY**

**It is a legal contract between the Owner and PHL Variable Insurance Company.**

The Accumulation Value will depend on amounts credited to the Fixed Account and the Indexed Accounts. The Accumulation Value may increase based on the interest credited to the Fixed Account and Index Credits applied to the Indexed Account(s) you selected. While Account Values for each Indexed Account are affected by the value of an outside index, the contract does not directly participate in any stock, bond or index. Withdrawals or surrenders may be subject to a Market Value Adjustment, which may increase or decrease the amount withdrawn or surrendered. Withdrawals or surrenders may be subject to Surrender Charges and taxes.

Modified Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity  
Nonparticipating – not eligible for dividends

## TABLE OF CONTENTS

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9.	Total Guaranteed Value
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14.	Misstatements
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17.	Annuity Benefits
18.	Annuity Payment Options

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## SECTION 2: DEFINITIONS

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The term “**Account**” means an Indexed Account or a Fixed Account.

The term “**Account Value**” means the value available in each Account, plus any amounts credited, less any withdrawals, rider fees and reallocations from each Account.

The term “**Accumulation Value**” is equal to the sum of the Account Value of each of the Accounts.

The term “**Age**” means the age of the individual on his or her last birthday.

The term “**Annuitant**” is the person on whose continuation of life the annuity benefit is based upon for this contract. The Annuitant is designated on the Schedule Pages when the contract is issued. There may be one or two Annuitants. A Joint Annuitant may be named. Unless otherwise prohibited by the terms of this contract and any attachments, the Annuitant or Joint Annuitant may be changed prior to the Contract Maturity Date. There may, however, be income tax consequences.

The term “**Annuitization Value**” is the value available upon annuitization. If you elect to annuitize your contract prior to the Annuitization Value Threshold, your annuity payments will be based on the Accumulation Value at the time of annuitization. The payments may be based on any payment option, but if you select Annuity for a Specified Period, it must be for at least ten years. If you elect to annuitize your contract on or after the Annuitization Value Threshold, your annuity payments will be based on the greater of the Cash Surrender Value and the Accumulation Value at the time of annuitization. The payments may be based on any payment option, but if you select Annuity for a Specified Period, it must be for at least ten years. Annuitization is not permitted prior to the first Contract Anniversary.

The term “**Beneficiary**” is as defined in Section 4.

The term “**Business Day**” means any day that we are open for business and the New York Stock Exchange is open for trading. We will deem each Business Day to end at the close of regularly scheduled trading of the New York Stock Exchange (currently 4:00 p.m. Eastern Time) on that day.

The term “**Cash Surrender Value**” is defined as the amount the Owner will receive upon surrender. The amount is equal to the Accumulation Value, less any applicable Surrender Charges (including those applicable to Free Withdrawals taken during the Recovery Period), adjusted by any applicable Market Value Adjustment and taxes. This amount will never be less than the Total Guaranteed Value.

The term “**Contract Anniversary**” means the same day and month as the Contract Issue Date of each year following the Contract Issue Date. If the day does not exist in a month, the last day of the month will be used.

The term “**Contract Issue Date**” means the date this contract is issued and the date from which Contract Years are measured. The Contract Issue Date is shown on the Schedule Pages. The contract will begin in effect on the Contract Issue Date provided the Initial Premium is received and the Owner is alive. The Contract Issue Date is also the start of the first Segment Duration.

The term “**Contract Maturity Date**” is the date annuity payments commence in the form of an Annuity Payment Option. The Contract Maturity Date is as shown on the Schedule Pages or as later changed. For further details see Section 16.

The term “**Contract Year**” means the 12-month period beginning on the Contract Issue Date and each 12-month period thereafter.

The term “**Cumulative Premium**” means the Initial Premium plus any subsequent deposits received by us in the first Contract Year.

The term “**federal spouse**” is as defined under the Federal Defense of Marriage Act (DOMA), as a man or a woman legally joined. Neither individuals married under State or foreign laws that permit a marriage between two men or two women nor individuals participating in a civil union, domestic partnership or other like status are spouses for any federal purposes, including provisions of the Internal Revenue Code relevant to this Contract. Please consult a tax advisor for additional information.

The term “**Fixed Account Initial Premium Allocation Percentage**” means the percentage of the Initial Premium that is allocated to the Fixed Account on the Contract Issue Date.

The term “**Gross Withdrawal**” means the amount deducted from the Accumulation Value as a consequence of your request for a withdrawal, including the requested amount, any applicable Surrender Charges, any applicable Market Value Adjustment, and any applicable taxes.

The term “**Index**” means the measure used to determine the Index Credit for a particular Indexed Account. The Index used for a particular Indexed Account that is selected is shown on the Schedule Pages.

The term “**Indexed Account Segment**” (“Segment”) refers to any particular Indexed Account selected and its associated Segment Duration. Each time an allocation is made into an Indexed Account, a new Indexed Account Segment is created. For further details see Section 6.

The term “**Index Value**” means the published value of the Index, excluding any dividends that may be paid by the firms that comprise the Index. The Index Value on the Contract Issue Date, Contract Anniversaries, Segment Maturity Dates or Monthly Processing Dates will be the Index Value published as of the close of business on those dates. If an Index Value is not published on any particular day, the Index Value on the next business day will be used.

The term “**Joint Annuitant**” is one of the persons on whose continuation of life the annuity benefit is based upon for this contract. The Joint Annuitant, if any, is designated on the Schedule Pages when the contract is issued. Unless otherwise prohibited by the terms of this contract and any attachments, the Joint Annuitant may be changed prior to the Contract Maturity Date. There may, however, be income tax consequences.

The term “**Maximum Annuitant Annuitization Age**” means the Annuitant's age that determines the Maximum Maturity Date. For further details see Section 16.

The term “**Maximum Fixed Account Allocation Percentage**” means the maximum percentage of Accumulation Value that can be allocated to the Fixed Account at any time. This requirement applies on the Contract Issue Date, the date of any subsequent deposit, after reallocation and after withdrawals.

The term “**Maximum Maturity Date**” means the latest Contract Anniversary on which annuity payments can begin. For further details see Section 16.

The term “**Maximum Owner Annuitization Age**” means the oldest Owner's age that determines the Maximum Maturity Date. For further details see Section 16.

The term “**Minimum Allocation Percentage**” refers to the minimum percentage of the Accumulation Value that must be allocated to any Account selected. This requirement applies on the Contract Issue Date, the date of any subsequent deposit, after reallocation and after withdrawals.

The term “**Minimum Allocation Amount**” refers to the minimum dollar amount that must remain allocated to a particular Account selected. This requirement applies on the Contract Issue Date, the date of any subsequent deposit, after reallocations and after withdrawals.

The term “**Minimum Remaining Accumulation Value**” refers to the threshold below which if the Accumulation Value falls, it will be deemed a request for surrender and will trigger payment of the Cash Surrender Value, unless otherwise provided by an attached rider.

The term “**Monthly Processing Date**” means the same day of each month as the Contract Issue Date. If the day does not exist in a month, the first day of the next month will be used. If the first day of the next month falls on a non-business day, we will use the next business day.

The term “**Net Withdrawal**” means the payment you will receive as a consequence of your request for a withdrawal, provided sufficient Accumulation Value is available. The Net Withdrawal is equal to the Gross Withdrawal, adjusted by any applicable Market Value Adjustment, less any applicable Surrender Charges and taxes.

The term “**Owner**” or “**Owners**” means the person, persons, or entity with ownership rights in the contract. The Owner is as shown on the Schedule Pages or as later changed. For further details see Section 4.

The term “**Recovery Period**” refers to the period of time prior to the date of a surrender, where upon surrender, we will calculate and deduct Surrender Charges for Free Withdrawals taken during this period. The length of the Recovery Period is shown on the Schedule Pages.

The term “**Segment Maturity Date**” refers to the business day on which each of the Indexed Account Segments matures. It is measured by the length of the applicable Segment, known as the Segment Duration (defined below.) For further details see Section 6.

The term “**Segment Duration**” means the length of time the funds must be invested in the Indexed Account Segment in order to calculate an Index Credit. For further details see Section 6.

The term “**Total Guaranteed Value**” means the minimum value your contract will provide as the Cash Surrender Value or death benefit. For further details see Section 9.

The terms “**we**” “**us**” and “**our**” refer to the Company.

The terms “**written request**” and “**written notice**” mean a request or notice we receive in writing at our Annuity Operations Division in a form satisfactory to us.

The terms “**you**” and “**your**” refer to the Owner(s) of this contract, as defined in Section 4, or the Joint Owners of this contract if a Joint Owner is named.

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### SECTION 3: ENTIRE CONTRACT

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This contract is an agreement between the Owner(s) and the Company. This contract and any attachments comprise the entire contract. The contract will be in effect on the Contract Issue Date provided the Initial Premium is received and the Owner is alive. Any change in terms of this contract, as required to conform to law, must be signed by one of our executive officers and countersigned by another one of our executive officers. Any benefits payable under this contract are payable at our Annuity Operations Division. All paid-up annuity, surrender, and death benefits under this contract are not less than the minimum benefits required by the state where this contract is issued. Any additional amounts we credit to the contract will be treated as any other gain in the contract and may increase the paid-up annuity, cash surrender, and death benefits. Paid-up annuity, cash surrender benefits and death benefits will be reduced by any withdrawals and rider fees, if applicable.

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### SECTION 4: OWNER(S) AND BENEFICIARY(IES)

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#### **Owner(s)**

The Owner is the person, persons, or entity, with sole and absolute power to exercise all rights and privileges without the consent of any other party, except as otherwise provided by this contract or unless you provide otherwise by written notice. If there is more than one Owner, all Owners must consent to any changes. If no Owner is named, the Annuitant will be the Owner. Under contracts used with certain qualified plans or IRAs, the Owner must be the Annuitant. If the Owner is a non-natural person, any change to or the death of the Annuitant will be treated as the death of an Owner. If an Owner dies, all rights vest equally in the surviving Owners. If any Owner dies prior to the Contract Maturity Date, the death benefit will be paid as provided in Section 10. We may limit ownership by a non-natural person to specific situations.

#### **Beneficiary(ies)**

The Beneficiary is the person who receives death benefits under this contract. If there is no surviving Beneficiary when the death benefit becomes payable in accordance with Section 10, the Owner will be the Beneficiary. If the Owner is not living, then the estate of the Owner will be the Beneficiary.

The Owner(s) and the Beneficiary will be as shown in the contract unless you change them or they are changed by the terms of this section.

#### **Changes**

While this contract is in effect, you may change the Beneficiary. You may also change the Owner or Annuitant with our consent. We reserve the right to request information regarding the relationship between any new Owner and the Annuitant. You may change the Annuitant or name a new Annuitant upon the death of the Annuitant prior to the Contract Maturity Date, except in cases in which the death of the Annuitant is treated as the death of the Owner. If you do not name a new Annuitant, and the Owner is a natural person, the Owner will become the Annuitant. If the contract is owned by a non-natural person, the death of the Annuitant is treated as the death of the Owner and we will pay the death benefit to the Owner. If a Joint Annuitant dies prior to the Contract Maturity Date, a death benefit will not be paid, but a new Joint Annuitant may be named.

A request to make any changes must be made by written request to our Annuity Operations Division. If there is more than one Owner, all Owners must sign the request. When we receive it, the change will be effective as of the date it was signed by the last Owner to sign, whether or not an Owner or Annuitant is then alive. The change, however, will be subject to any payments made (including claims paid) or other action taken by us before we received the notice at our Annuity Operations Division. A change of ownership may result in income tax consequences.

Your exercise of any rights will, to the extent thereof, assign, release, or surrender the interest of the Annuitant and all beneficiaries and Owners under this contract.

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## SECTION 5: PREMIUM AND ALLOCATION

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### **Premium**

The amount applied to this contract on the Contract Issue Date will be the Initial Premium received, minus a deduction for any applicable tax including premium tax where applicable. The Initial Premium as shown on the Schedule Pages, is payable at our Annuity Operations Division but may be given to an authorized agent for forwarding to our Annuity Operations Division. The Initial Premium is due on the Contract Issue Date and may not be less than the Minimum Initial Premium or greater than the Maximum Initial Premium shown on the Schedule Pages, without our prior home office approval. No benefit associated with any such Initial Premium will be provided until it is actually received by us at our Annuity Operations Division, and only if received prior to the Contract Issue Date. During the first Contract Year we will accept additional premium in the form of subsequent deposits into the contract up to the Maximum Allowable Subsequent Deposits shown on the Schedule Pages. However, if the Maximum Allowable Subsequent Deposits is equal to zero, you will not be permitted to make any subsequent deposits. All subsequent deposits will be allocated to the Fixed Account, will not be eligible for reallocation until the first Contract Anniversary and will remain there until you instruct us otherwise.

### **Tax**

A premium tax (or similar tax) may be required based on the laws of the state of delivery or the state where the Owner resides on the Contract Issue Date. The premium tax rate, if any, as of the Contract Issue Date, is shown on the Schedule Pages. This charge, if any, will be deducted either from the Initial Premium or from the Accumulation Value if and when such tax is incurred by us. We will pay any premium tax due and will reimburse ourselves upon the earlier of withdrawal, surrender, payment of death proceeds or the Contract Maturity Date. On withdrawal, we will deduct a pro rata amount of the tax based upon the ratio of the amount withdrawn to the Accumulation Value.

### **Initial Premium Allocation**

On the Contract Issue Date, the Initial Premium will be allocated to the Fixed Account and Indexed Account(s) you elected, as shown on the Schedule Pages. All Initial Premium allocations are subject to the Minimum Allocation Percentage, Minimum Allocation Amount and the Maximum Fixed Account Allocation Percentage shown on the Schedule Pages.

### **Separate Account**

Assets supporting our liabilities under this contract are held in a non-unitized separate account established under Connecticut law. The terms and values of the contract do not depend on the performance of the assets in the Separate Account. There are no discrete units in the Separate Account. All income, gains and losses, realized and unrealized, of the Separate Account are credited to or charged against the amounts placed in the Separate Account without reference to other income, gains and losses of our General Account. The assets of the Separate Account are owned solely by us and we are not a trustee with respect to such assets. These assets are not chargeable with liabilities arising out of any other business that we may conduct. The assets of the Separate Account will be valued at least as often as any contract benefits vary, but at least quarterly.

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## SECTION 6: FIXED ACCOUNT, INDEXED ACCOUNTS

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### **Fixed Account**

The Fixed Account earns interest daily at the Fixed Account Interest Rate. The Fixed Account Interest Rate is set on the Contract Issue Date and on each Contract Anniversary. The rate is guaranteed for one year. The Fixed Account Interest Rate will never be less than the Guaranteed Minimum Fixed Account Interest Rate shown on the Schedule Pages. The Fixed Account Interest Rate for the first Contract Year is shown on the Schedule Pages. Any allocation to the Fixed Account is subject to the Minimum Allocation Percentage, Minimum Allocation Amount and Maximum Fixed Account Allocation Percentage shown on the Schedule Pages. Fixed Account information is shown on the Schedule Pages.

On the Contract Issue Date, the Account Value of the Fixed Account is equal to the Initial Premium multiplied by the Fixed Account Initial Premium Allocation Percentage.

Thereafter, the Account Value for the Fixed Account equals:

1. the Account Value on the Contract Issue Date, plus
2. any subsequent deposits allocated to the Fixed Account, plus
3. any interest credited, less
4. any reallocations from the Fixed Account, plus
5. any reallocations to the Fixed Account, less
6. any Gross Withdrawals from the Fixed Account, less
7. any rider fees, if applicable.

### **Indexed Accounts**

This contract also provides for one or more Indexed Accounts. The Minimum Allocation Percentage applicable to any Indexed Account is shown on the Schedule Pages. Funds can be reallocated from an Indexed Account to another Account on the Segment Maturity Date. Indexed Account information is shown on the Schedule Pages. We reserve the right to add additional Indexed Accounts, or cease offering one or more of the Indexed Accounts at any time. If the Index associated with an Indexed Account is no longer available or if the Index calculation is substantially changed, a suitable replacement Index will be used, subject to any required regulatory approval. We will notify you of the change.

On the Contract Issue Date, the Account Value of an Indexed Account is equal to the Premium Allocation multiplied by the Initial Premium.

On each Contract Anniversary, the Account Value for an Indexed Account equals:

1. the Account Value immediately preceding the Contract Anniversary, multiplied by the resulting value of  $(1 + \text{the applicable Index Credit})$ , less
2. any reallocations from the Indexed Account on that Contract Anniversary, plus
3. any reallocations to the Indexed Account on that Contract Anniversary, less
4. any Gross Withdrawals from the Indexed Account on that Contract Anniversary, less
5. any rider fees, if applicable.

On any other date, the Account Value for an Indexed Account equals:

1. the Account Value for such Indexed Account on the preceding Contract Anniversary, less
2. any Gross Withdrawals from the applicable Indexed Account since the preceding Contract Anniversary, less
3. any rider fees, if applicable.

For the first Contract Year, the Contract Issue Date is deemed to be the preceding Contract Anniversary for purposes of this calculation.

An Index Credit is calculated on each Segment Maturity Date according to the Indexed Accounts you elect and vests immediately. The Index Credit(s) for the Indexed Account(s) you select will be calculated in accordance with the attached rider(s.) The Index Credit for a particular Indexed Account will never be less than the Guaranteed Minimum Index Credit shown on the Schedule Pages for that Indexed Account. Amounts surrendered, withdrawn or deducted as rider fees prior to the Segment Maturity Date will not receive the Index Credit for that Segment.

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## SECTION 7: REALLOCATION

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### Reallocation among Accounts

Within thirty days prior to each Contract Anniversary (for the Fixed Account) or Segment Maturity Date (for Indexed Accounts), you may request a reallocation of your Account Value among the Accounts then available. Any reallocation will be effective on the Contract Anniversary or Segment Maturity Date. Requests for reallocation must be received within five Business Days prior to the Contract Anniversary or Segment Maturity Date in a format satisfactory to us at our Annuity Operations Division for such requests to be effective. If we do not receive your request within five Business Days prior to the Contract Anniversary or Segment Maturity Date, we will automatically renew your Account Value to the same Account, provided the Account is still available at that time. If your existing Account is no longer available or if automatically renewing your Account Value to the same Account would cause the Segment to mature beyond the Maximum Maturity Date, your Account Value will instead be allocated to the Fixed Account.

Funds can only be reallocated from the Fixed Account to an Indexed Account on Contract Anniversary. Funds can only be reallocated from an Indexed Account to the Fixed Account on the Segment Maturity Date. Reallocations that reduce the Account Value of any Account below the Minimum Allocation Amount or the Minimum Allocation Percentage will not be permitted.

Upon an allocation to an Indexed Account, a new Segment is created. Each Segment will have a Segment Maturity Date, which is the date on which the Index Credit is calculated and credited, if any. If the Segment Maturity Date occurs on a non-business day, the Index Credit will be calculated and credited on the next business day. Prior to the Segment Maturity Date you will be notified of your opportunity to create a new Segment. You may choose the same Account, provided that it is still available, or you may choose any other available Account.

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## SECTION 8: WITHDRAWALS, SURRENDER, TERMINATION AND CHARGES

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### Withdrawals

You may request a withdrawal greater than or equal to the Minimum Withdrawal Amount from the Accumulation Value at any time prior to the Contract Maturity Date. Such withdrawals must be by written request and must include any tax withholding and information reporting data we may reasonably require. Withdrawals that reduce the Account Value of any Account below the Minimum Allocation Amount or the Minimum Allocation Percentage will not be permitted. Withdrawals will be adjusted by any Market Value Adjustment and reduced by any applicable Surrender Charges and taxes. The payment you will receive is the Net Withdrawal. Withdrawals will automatically be deducted from the Fixed Account. Once the Account Value of the Fixed Account is depleted, the remaining withdrawal will be deducted proportionately from the applicable Indexed Accounts, unless you specifically request that they initially be deducted proportionately from all Accounts.

### Free Withdrawal Amount

Pursuant to the Free Withdrawal Amount Percentage Schedule on the Schedule Pages, you may withdraw a portion of your Accumulation Value free of any Surrender Charge or Market Value Adjustment, if applicable. This portion is called the Free Withdrawal Amount. Any withdrawals taken from the Free Withdrawal Amount during the Contract Year will be considered Free Withdrawals. The Free Withdrawal Amount is equal to the greater of the Free Withdrawal Amount Base as of the preceding Contract Anniversary multiplied by the applicable Free Withdrawal Amount Percentage shown on the Schedule Pages or the Required Minimum Distribution (RMD) associated with this contract, if any, as defined in the Internal Revenue Code, for certain qualified plan or IRA contracts. Any Free Withdrawals taken during the Contract Year will reduce the total Free Withdrawal Amount available to you in that Contract Year on a dollar for dollar basis. However, for any Free Withdrawals, including a RMD, taken during the Recovery Period, we will assess a Surrender Charge at the time of the surrender.

**Surrender**

You may request a withdrawal of the entire Accumulation Value at any time prior to the Contract Maturity Date; this is a surrender. Surrenders must be made by written request and include any tax withholding or information reporting data we may reasonably require. Surrender Charges, Market Value Adjustments, and taxes will be applied, if applicable, as described in this Section or any riders, endorsements or other forms issued in conjunction with this contract. The payment you will receive is the Cash Surrender Value and will represent termination of the contract. The Cash Surrender Value is an amount equal to the Accumulation Value, less any applicable Surrender Charges (including those applicable to Free Withdrawals taken during the Recovery Period), adjusted by any applicable Market Value Adjustment and taxes.

**Surrender Charge**

A Surrender Charge may apply to a withdrawal in excess of the Free Withdrawal Amount or a surrender, depending on the date and amount of such withdrawal or surrender. The Surrender Charge schedule is specified on the Schedule Pages. The charge is calculated by multiplying the Accumulation Value being withdrawn in excess of the Free Withdrawal Amount or surrendered by the appropriate Surrender Charge Percentage shown on the Schedule Pages. After the application of any applicable Market Value Adjustment, Surrender Charges will be applied to the Accumulation Value withdrawn in excess of the Free Withdrawal Amount or surrendered. Surrender Charges will be waived upon death.

**Termination**

If the Accumulation Value becomes zero, the contract will immediately terminate, unless otherwise determined by an attached rider, amendment, or endorsement. We will mail a written notice to you at your most recent post office address on file at our Annuity Operations Division. If the Accumulation Value falls below the Minimum Remaining Accumulation Value, it will be treated as a request for surrender, unless otherwise determined by an attached rider.

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**SECTION 9: TOTAL GUARANTEED VALUE**

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The Total Guaranteed Value is the minimum value your contract will provide as the Cash Surrender Value or death benefit. The initial Total Guaranteed Value is equal to the Initial Premium multiplied by the Guaranteed Value Premium Factor. The Total Guaranteed Value accumulates at the Total Guaranteed Value Interest Rate, which is guaranteed for the life of the contract. The Total Guaranteed Value Interest Rate and the Total Guaranteed Value Premium Factor are shown on the Schedule Pages.

**Calculating the Total Guaranteed Value**

On the Contract Issue Date, the Total Guaranteed Value equals the Initial Premium, multiplied by the Total Guaranteed Value Premium Factor.

On any given day after the Contract Issue Date, the Total Guaranteed Value equals:

- (a) the Total Guaranteed Value on the previous day, plus
- (b) daily interest credited since the previous day at an annualized Total Guaranteed Value Interest Rate, plus
- (c) any subsequent deposits received since the previous day, multiplied by the Total Guaranteed Value Premium Factor, less
- (d) net partial withdrawals since the previous day, plus
- (e) any applicable rider fees deducted for riders attached to this contract, if any.

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## SECTION 10: DEATH BENEFIT

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The death benefit will be determined upon the first death of any Owner. The death benefit is equal to the greater of the Accumulation Value or the Total Guaranteed Value as of the date of death. No Surrender Charge or Market Value Adjustment will be included in the death benefit calculation.

No Index Credit will be applied if the death occurs prior to a Segment Maturity Date. The death benefits provided under this contract are not less than the minimum benefits required under the laws of the state where this contract is delivered or issued for delivery.

### **Death Before Contract Maturity Date**

If the contract is held by a single Owner who dies before the Contract Maturity Date, we will pay the death benefit to the designated Beneficiary upon receipt of a certified death certificate, or any other proof acceptable to us. If there is more than one Owner and one of the Owners dies before the Contract Maturity Date, we will pay the death benefit to the surviving Owner(s), if any, who will be deemed to be the designated Beneficiary(s).

If the contract is owned by a non-natural person, such as a trust for the benefit of a natural person, and the Annuitant dies before the Contract Maturity Date, it is treated as the death of the Owner and the death benefit is paid to the Owner.

### **Spousal Continuation Option**

If the federal spouse of a deceased Owner is the designated Beneficiary, the surviving spouse may elect to continue the contract as the new Owner. The spouse will become the Owner of the contract, with all the rights of the deceased Owner.

### **Distribution at Death Requirements**

If the Owner dies before the Contract Maturity Date, the entire interest in the contract must be distributed within five (5) years after the date of death, and the Beneficiary may be required to elect new Accounts. In the alternative to payment within five (5) years, if any portion of the Owner's interest is payable to a designated Beneficiary, such Beneficiary may choose to take distributions over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such Beneficiary) as long as these lifetime or life expectancy payments begin not later than one year after the date of death of the Owner and that Beneficiary may be required to elect new Accounts. If a lifetime or life expectancy payment option is not timely elected or the Beneficiary is a non-natural person, the entire death benefit will be distributed in a lump sum no later than five years after the date of death.

### **Death On or After the Contract Maturity Date**

If an Owner dies on or after the Contract Maturity Date, any remaining annuity payments must be distributed at least as rapidly as under the method of distributions being used as of the date of death. These payments will be paid to the Beneficiary under the Annuity Payment Option in effect on the date of death. Payments to the Beneficiary or surviving Owner may not be deferred or otherwise extended.

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## SECTION 11: ASSIGNMENT

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You may by written notice assign your interest in this contract, except as otherwise provided, without the consent of any person other than an irrevocable Beneficiary. Your interest, any interest of the Annuitant, and of any revocable Beneficiary shall be subject to the terms of the assignment. The notice of assignment must be filed with us at our Annuity Operations Division. When filed, it will bind us as of the date you sign it, subject to any payments made (including claims paid) or action taken by us before we received the written assignment at our Annuity Operations Division. In no event will we be responsible for the validity or sufficiency of any assignment. An assignee cannot change the Beneficiary, Owner or Annuitant. If an Owner assigns or pledges any portion of the value of a contract, that amount is treated as received under the contract at the time of the assignment or pledge. As an amount received, this portion is subject to current income taxation.

If this contract is issued in a qualified plan or an IRA, this contract is subject to assignment restrictions for federal income tax purposes. In such event, this contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

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**SECTION 12: DEFERRAL OF DETERMINATIONS**

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We may postpone the processing of any withdrawals or surrender for up to six months from the date of request contingent upon approval by the insurance supervisory official in the jurisdiction in which this contract is issued.

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**SECTION 13: PROOF REQUIRED FOR PAYMENT**

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We may require proof of the correct Age of the Annuitant and Joint Annuitant, if any, before any annuity payments begin. We also have the right to require proof of the identity, Age, sex, and survival of any person entitled to any payment under this contract or upon whose life any payments depend.

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**SECTION 14: MISSTATEMENTS**

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If the Age or sex of the Annuitant or Joint Annuitant has been misstated in this contract, any benefits payable will be adjusted to the amount that the Accumulation Value would have purchased based on the Annuitant's or Joint Annuitant's correct Age and sex. Any overpayment(s) and underpayment(s) made by us will be charged or credited against future payments to be made under the contract. We will charge interest on any overpayments and credit interest on any underpayments at the effective annual rate of 6%.

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**SECTION 15: STATEMENT OF ACCOUNT**

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We will provide you a statement of account at least annually without charge. The statement of account will include: the beginning and end dates of the current report period, the Accumulation Value at the beginning and end of the current report period, the Cash Surrender Value, the death benefit, transaction information, and withdrawals. The statement of account will show any other information required by the state or federal laws or regulations. The statement of account will be mailed to your most recent post office address on file at our Annuity Operations Division and will provide current information as of a date no more than four months prior to the date of the mailing.

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**SECTION 16: CONTRACT MATURITY DATE**

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Unless you specify otherwise, the Contract Maturity Date will be set to the Maximum Maturity Date. The Maximum Maturity Date will be equal to the later of (a) and (b), where (a) is ten years from the Contract Issue Date and (b) is the earlier of (i) and (ii) below, where:

- (i) = the Contract Anniversary following the date the oldest Owner attains the Maximum Owner Annuitization Age,
- (ii) = the Contract Anniversary following the date the named Annuitant attains the Maximum Annuitant Annuitization Age.

You may, by written request, change your Contract Maturity Date at any time prior to 30 days prior to the current Contract Maturity Date. The new Contract Maturity Date must be on or before the Maximum Maturity Date as defined in Section 2 and may not be earlier than the first Contract Anniversary. If no change request is received by us, the Contract Maturity Date will be as shown in the Schedule Pages.

If this contract is issued in a qualified plan or IRA, the Contract Maturity Date may be modified pursuant to requirements set forth in the Internal Revenue Code.

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**SECTION 17: ANNUITY BENEFITS**

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On or before the Contract Maturity Date, you may elect any one of the Annuity Payment Options as described in Section 18. If no election is made, we may begin to pay a series of annuity payments automatically to the Owner beginning on the Contract Maturity Date of a period certain of 10 years and as long thereafter as the Annuitant lives. The amount of each annuity payment will be equal to the Annuitization Value as described in Section 2, less any applicable tax, divided by \$1,000 and then multiplied by the applicable current annuity payment option rates.

If the amount to be applied on the Contract Maturity Date would result in monthly payments of less than \$20, we shall have the right to pay such amount to you in one lump sum in lieu of providing such annuity. We also have the right to change the annuity payment frequency to annual if the monthly annuity payment would otherwise be less than \$20.

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## **SECTION 18: ANNUITY PAYMENT OPTIONS**

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Election of an Annuity Payment Option must be made by written request. We reserve the right to require that the election of an Annuity Payment Option be in the form of a supplementary contract distributed by us reflecting the terms of the Annuity Payment Option elected. We have the right to require proof of Age and sex of any person on whose life payments depend, as well as proof of the continued survival of any such person. You may not change the Annuity Payment Option you elected after the first annuity payment is made. Where the election of an Annuity Payment Option is made by the Beneficiary of any death benefit payable under this contract, limited as described in Section 10, the term "Annuitant" as used below shall refer to such Beneficiary.

### **Calculation of Annuity Payments**

Under the Annuity Payment Options, a stream of annuity payments is purchased on the Contract Maturity Date. The amount of the annuity payment is equal to the Annuitization Value on the Contract Maturity Date, divided by \$1,000 and then multiplied by the applicable current annuity payment option rates for the Annuity Payment Option selected.

### **Life Annuity with Specified Period Certain**

A fixed payout annuity payable monthly while the Annuitant is living or, if later, the end of the specified period certain. The period certain may be specified as 5, 10, or 20 years. The period certain must be elected at the time this option is elected.

### **Non-Refund Life Annuity**

A fixed payout annuity payable monthly while the Annuitant is living and ending with the last Life payment due preceding the date of the Annuitant's death.

### **Joint and Survivorship Life Annuity**

A fixed payout annuity payable monthly while the Annuitant and the designated Joint Annuitant are living, and continuing thereafter during the lifetime of the survivor. The amount to be continued to the survivor is 100% of the joint annuity payment. The designated Joint Annuitant must be designated at the time this option is elected and must have an adjusted age of at least 40. The adjusted age is the person's age on his or her birthday nearest the Contract Maturity Date.

### **Installment Refund Life Annuity**

A fixed payout annuity payable monthly while the Annuitant is living or, if later, the date the annuity payments made under this option total an amount which refunds the entire amount applied under this option. If the Annuitant is not living when the final payment falls due, that payment will be limited to the amount which needs to be added to the payments already made to equal the entire amount applied under this option.

### **Joint and Survivorship Life Annuity with 10-Year Period Certain**

A fixed payout annuity payable monthly while either the Annuitant or designated Joint Annuitant is living, or if later, the end of 10 years. The designated Joint Annuitant must be designated at the time this option is elected and must have an adjusted age of at least 40 years. The adjusted age is the person's age on his or her birthday nearest the Contract Maturity Date.

### **Payments for a Specified Period**

Equal income installments for a specified period of years are paid and are not dependent on the continuation of a life whether the payee lives or dies. The period certain specified must be in whole numbers of years from 10 to 30.

### **Payments of a Specified Amount**

Equal income installments of a specified amount are paid until the principal sum remaining under this option from the amount applied is less than the amount of the installment. When that happens, the principal sum remaining will be paid as a final payment. The amount specified must provide for payments for a period of at least 5 years.

### **Other Options**

We may offer other payment options or alternative versions of the options listed above.

### TABLES OF ANNUITY PAYMENT OPTION FACTORS

The tables in this section show the guaranteed minimum monthly annuity payment option rates. The guaranteed annuity payment option rates for all life contingent options are based on the 2000 Individual Annuity Mortality Table with a 10-year age setback and an interest rate of 2.5%. The options for Payment for a Specified Period and Payment of a Specified Amount are based on an interest rate of 1.5%.

If Our rates in effect on the Contract Maturity Date are more favorable, We will use those rates, referred to as the current annuity payment option rates. Amounts for payment frequencies, periods or ages not shown will be furnished upon request. The term "age" as used in the tables refers to the actual age of the Annuitant on the Contract Maturity Date.

#### Life Annuity with Specified Period Certain Non-Refund Life Annuity Installment Refund Life Annuity

Age	Male					Female				
	Non-Refund Life	Life Annuity with Specified Period Certain			Installment Refund Life	Non-Refund Life	Life Annuity with Specified Period Certain			Installment Refund Life
		5-Year	10-Year	20-Year			5-Year	10-Year	20-Year	
40	\$2.90	\$2.90	\$2.89	\$2.89	\$2.85	\$2.79	\$2.79	\$2.79	\$2.78	\$2.76
45	3.05	3.05	3.05	3.03	2.99	2.92	2.92	2.92	2.91	2.88
50	3.24	3.24	3.24	3.21	3.15	3.08	3.08	3.08	3.06	3.02
55	3.49	3.48	3.47	3.42	3.35	3.28	3.28	3.28	3.25	3.20
60	3.79	3.79	3.76	3.67	3.58	3.54	3.54	3.53	3.48	3.41
65	4.18	4.17	4.13	3.97	3.87	3.87	3.87	3.85	3.76	3.68
70	4.69	4.67	4.61	4.30	4.24	4.31	4.30	4.26	4.09	4.01
75	5.40	5.36	5.21	4.63	4.68	4.90	4.88	4.81	4.45	4.44
80	6.38	6.28	5.97	4.92	5.24	5.73	5.68	5.51	4.80	4.98
85	7.73	7.49	6.82	5.12	5.93	6.94	6.81	6.41	5.07	5.67
90	9.61	9.04	7.70	5.22	6.78	8.73	8.38	7.42	5.21	6.55

#### Joint and Survivorship Life Annuity – 100% to Survivor

Female Age	Male Age										
	40	45	50	55	60	65	70	75	80	85	90
40	\$2.65	\$2.69	\$2.72	\$2.74	\$2.75	\$2.76	\$2.77	\$2.78	\$2.78	\$2.78	\$2.79
45	2.71	2.76	2.80	2.84	2.86	2.88	2.89	2.90	2.91	2.91	2.92
50	2.75	2.82	2.89	2.94	2.98	3.01	3.04	3.05	3.06	3.07	3.07
55	2.79	2.88	2.97	3.05	3.11	3.16	3.20	3.23	3.25	3.26	3.27
60	2.82	2.93	3.04	3.15	3.24	3.33	3.40	3.45	3.48	3.51	3.52
65	2.84	2.96	3.09	3.23	3.37	3.50	3.61	3.70	3.76	3.80	3.83
70	2.86	2.99	3.14	3.31	3.49	3.66	3.83	3.98	4.09	4.18	4.23
75	2.87	3.01	3.18	3.37	3.58	3.81	4.05	4.28	4.48	4.63	4.74
80	2.88	3.03	3.20	3.41	3.65	3.93	4.25	4.58	4.89	5.17	5.38
85	2.89	3.04	3.22	3.44	3.70	4.03	4.41	4.84	5.31	5.76	6.15
90	2.89	3.04	3.23	3.46	3.74	4.09	4.52	5.05	5.67	6.34	6.99

**Joint Survivor Life Annuity with 10 Year Period Certain – 100% to Survivor**

Female Age	Male Age										
	40	45	50	55	60	65	70	75	80	85	90
40	\$2.65	\$2.69	\$2.72	\$2.74	\$2.75	\$2.76	\$2.77	\$2.78	\$2.78	\$2.78	\$2.79
45	2.71	2.76	2.80	2.84	2.86	2.88	2.89	2.90	2.91	2.91	2.91
50	2.75	2.82	2.89	2.94	2.98	3.01	3.04	3.05	3.06	3.07	3.07
55	2.79	2.88	2.97	3.04	3.11	3.16	3.20	3.23	3.25	3.26	3.27
60	2.82	2.93	3.04	3.15	3.24	3.33	3.40	3.45	3.48	3.50	3.52
65	2.84	2.96	3.09	3.23	3.37	3.50	3.61	3.70	3.76	3.80	3.82
70	2.86	2.99	3.14	3.31	3.48	3.66	3.83	3.98	4.09	4.17	4.21
75	2.87	3.01	3.17	3.36	3.58	3.81	4.05	4.27	4.47	4.61	4.71
80	2.88	3.03	3.20	3.41	3.65	3.93	4.24	4.56	4.87	5.12	5.31
85	2.89	3.04	3.22	3.44	3.70	4.02	4.39	4.82	5.26	5.67	5.99
90	2.89	3.04	3.23	3.45	3.73	4.08	4.50	5.01	5.58	6.15	6.66

**Payments for a Specified Period**

Number of Years	Annual Installment	Monthly Installment
10	106.83	8.96
11	97.83	8.21
12	90.33	7.58
13	83.98	7.05
14	78.55	6.59
15	73.84	6.20
16	69.72	5.85
17	66.09	5.55
18	62.86	5.27
19	59.98	5.03
20	57.38	4.81
25	47.55	3.99
30	41.02	3.44

**The Accumulation Value will depend on amounts credited to the Fixed Account and the Indexed Accounts. The Accumulation Value may increase based on the interest credited to the Fixed Account and Index Credits applied to the Indexed Account(s) you selected. While Account Values for each Indexed Account are affected by the value of an outside index, the contract does not directly participate in any stock, bond or index. Withdrawals or surrenders may be subject to a Market Value Adjustment, which may increase or decrease the amount withdrawn or surrendered. Withdrawals or surrenders may be subject to Surrender Charges and taxes.**

Modified Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity  
Nonparticipating – not eligible for dividends

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**SECTION 1: SCHEDULE PAGES**

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Owner:	[John Doe]
Oldest Owner's Age:	[65]
Oldest Owner's Sex:	[Male]
Contract Number:	[13000000]
Initial Premium:	[\$75,000]
Minimum Initial Premium:	[\$15,000]
Maximum Initial Premium:	[\$1,000,000]
Maximum Allowable Subsequent Deposits:	[\$31,250]
Contract Issue Date:	[February 1, 2010]
Contract Maturity Date:	[February 1, 2060]
Annuitant:	[John Doe]
Annuitant's Age:	[65]
Annuitant's Sex:	[Male]
[Joint Annuitant:	[Jane Doe]
Joint Annuitant's Age:	[65]
Joint Annuitant's Sex:	[Female]]
Beneficiary:	[As specified later in this Section 1]
Maximum Annuitant Annuitization Age**:	[95]
Maximum Owner Annuitization Age**:	[95]
Annuitization Value Threshold**:	[5 <sup>th</sup> Contract Anniversary]
Minimum Withdrawal Amount**:	[\$500]
Minimum Allocation Percentage** (any account):	[10%]
Minimum Allocation Amount**:	[\$2,000]
Minimum Remaining Accumulation Value**:	[\$2,000]
Recovery Period**:	[12 months]
Free Withdrawal Amount Base**:	[Accumulation Value]
Total Guaranteed Value Interest Rate**:	[1.00%]
Total Guaranteed Value Premium Factor**:	[87.5%]
Premium Bonus Qualification Period**:	[First 3 Contract Years]

\*\* These rates and values are guaranteed for the life of the contract.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**FIXED ACCOUNT INFORMATION**

Fixed Account Initial Premium Allocation Percentage: [10%]  
Maximum Fixed Account Allocation Percentage\*\*: [100%]  
Fixed Account Interest Rate\*: [4.00%]  
Guaranteed Minimum Fixed Account Interest Rate\*\*: [1.00%]

\* This rate is guaranteed only for the first Contract Year.

\*\* These rates and values are guaranteed for the life of the contract.

**INDEXED ACCOUNT PREMIUM ALLOCATION SUMMARY**

[[Point-to-Point Indexed Acct – Safety Growth Strategy]: [10%]  
[Point-to-Point Indexed Acct – Safety Growth Strategy 2]: [10%]  
[Monthly Point-to-Point Indexed Acct – Monthly Cap Strat]: [70%]  
[Point-to-Point Indexed Account – 1 Year EURO STOXX]: [0%]  
[Soft Landing Indexed Account – 5 Year S&P 500]: [0%]  
[Model Soft Landing Indexed Account – 5 Year Model C]: [0%]  
[Model Soft Landing Indexed Account – 5 Year Model D]: [0%]  
[Model Point-to-Point Indexed Account – 1 Year Model A]: [0%]  
[Model Point-to-Point Indexed Account – 1 Year Model E]: [0%]  
[Monthly Point-to-Point Indexed Account – 1 Year S&P 500]: [0%]  
[Performance Trigger Indexed Account – 1 Year S&P 500]: [0%]  
[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow B]: [0%]  
[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow F]: [0%]]

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS****[Point-to-Point Indexed Acct – Safety Growth Strategy]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[10%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[8.00%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Point-to-Point Indexed Acct – Safety Growth Strategy 2]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[2 Year]
<b>Premium Allocation</b>	[10%]
<b>Segment Maturity Date*</b>	[2/1/2012]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[99,999%]
<b>Index Spread*</b>	[9.00%]
<b>Participation Rate*</b>	[80%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[1.00%]
<b>Guaranteed Minimum Index Cap</b>	[999%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[60%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Monthly Point-to-Point Indexed Acct – Monthly Cap Strat]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[70%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.00%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Point-to-Point Indexed Account – 1 Year EURO STOXX]**

<b>Index or Model</b>	<b>[EURO STOXX]</b>
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.00%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Soft Landing Indexed Account – 5 Year S&P 500]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[5 Years]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2015]
<b>Soft Landing Duration</b>	[6 months]
<b>Index Cap*</b>	[80%]
<b>Index Spread*</b>	[10%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[20%]
<b>Guaranteed Maximum Index Spread</b>	[50%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Soft Landing Indexed Account – 5 Year Model C]**

Index or Model	*Model C: [[50%] [S&P 500], [25%] [DJIA], [25%] [FTSE]]
<b>Segment Duration</b>	[5 Years]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2015]
<b>Soft Landing Duration</b>	[6 months]
<b>Index Cap*</b>	[99,999%]
<b>Index Spread*</b>	[20%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[99.999%]
<b>Guaranteed Maximum Index Spread</b>	[50%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Soft Landing Indexed Account – 5 Year Model D]**

Index or Model	*Model D: [[50%] [S&P 500], [25%] [DJIA], [25%] [EURO STOXX]]
<b>Segment Duration</b>	[5 Years]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[6 months]
<b>Index Cap*</b>	[99,999%]
<b>Index Spread*</b>	[20%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[99.999%]
<b>Guaranteed Maximum Index Spread</b>	[50%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Point-to-Point Indexed Account – 1 Year Model A]**

Index or Model	*Model A: [[50%] [S&P 500], [25%] [DJIA], [25%] [FTSE]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.75%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Point-to-Point Indexed Account – 1 Year Model E]**

Index or Model	*Model E: [[50%] [S&P 500], [25%] [DJIA], [25%] [EURO STOXX]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.75%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Monthly Point-to-Point Indexed Account – 1 Year S&P 500]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[3.00%]
<b>Index Spread*</b>	[1.0%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[1%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Performance Trigger Indexed Account – 1 Year S&P 500]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[N/A]
<b>Index Spread*</b>	[N/A]
<b>Participation Rate*</b>	[N/A]
<b>Trigger Rate*</b>	[5.00%]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[N/A]
<b>Guaranteed Maximum Index Spread</b>	[N/A]
<b>Guaranteed Minimum Participation Rate</b>	[N/A]
<b>Guaranteed Minimum Trigger Rate</b>	[3.00%]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon re-allocation.

**SECTION 1: SCHEDULE PAGES (Cont'd)**

Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow B]**

<b>Index or Model</b>	Rainbow Model B**: [[S&P 500], [Russell 2000], [EURO STOXX]; 1 <sup>st</sup> = [50%], 2 <sup>nd</sup> = [30%], 3 <sup>rd</sup> = [20%]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[5.50%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

\*\*The component index with the highest Index Growth will be weighted at [50%]. The component index with the second highest Index Growth will be weighted at [30%]. The component index with the lowest Index Growth will be weighted at [20%].

**SECTION 1: SCHEDULE PAGES (Cont'd)**

Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow F]**

<b>Index or Model</b>	Rainbow Model F**: [[S&P 500], [Russell 2000], [FTSE]; 1 <sup>st</sup> = [50%], 2 <sup>nd</sup> = [30%], 3 <sup>rd</sup> = [20%]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[5.50%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

\*\*The component index with the highest Index Growth will be weighted at [50%]. The component index with the second highest Index Growth will be weighted at [30%]. The component index with the lowest Index Growth will be weighted at [20%].

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**PREMIUM BONUS**

Initial Premium: [\$100,000]  
Premium Bonus Percentage: [8.00%]  
<sup>1</sup>Premium Bonus: [\$8,000]

**<sup>1</sup>Premium Bonus**

The Premium Bonus is the amount calculated and credited to the Account Value on the date any premium is applied to the contract. The Premium Bonus is determined by multiplying the amount of the premium by the applicable Premium Bonus Percentage shown on the Schedule Pages. The Premium Bonus is not considered premium, so it is not included in the amount refunded during the Right to Return This Contract period. The Non-Vested Premium Bonus will be recovered on surrender, withdrawals in excess of the Free Withdrawal Amount and death benefits paid during the Premium Bonus Qualification Period, unless the Spousal Continuation option is in effect. The Non-Vested Premium Bonus is calculated in accordance with the Vested Premium Bonus Schedule shown on the Schedule Pages.

The following definitions are added to those listed in **Section 2: Definitions**

The term “**Premium Bonus Percentage**” is added and refers to the percentage used in calculating the Premium Bonus.

The term “**Premium Bonus**” is added and means the amount that will be credited to the Account Value on the Contract Issue Date and on the date of any subsequent deposits. For further details see Section 5.

The following definitions replace those listed in **Section 2: Definitions**

The term “**Account Value**” means the value available in each Account, including any Premium Bonus and amounts credited, less any withdrawals and reallocations from each Account.

The term “**Annuitization Value**” is the value available upon annuitization. If you elect to annuitize your contract prior to the Annuitization Value Threshold, your annuity payments will be based on the Accumulation Value at the time of annuitization less any applicable Non-Vested Premium Bonus. The payments may be based on any payment option, but if you select Annuity for a Specified Period, it must be for at least ten years. If you elect to annuitize your contract on or after the Annuitization Value Threshold, your annuity payments will be based on the greater of the Cash Surrender Value and the Accumulation Value at the time of annuitization. The payments may be based on any payment option, but if you select Annuity for a Specified Period, it must be for at least ten years. Annuitization is not permitted prior to the first Contract Anniversary.

The term “**Cash Surrender Value**” is defined as the amount the Owner will receive upon surrender. The amount is equal to the Accumulation Value, reduced by any applicable Non-Vested Premium Bonus, less any applicable Surrender Charges (including those applicable to Free Withdrawals taken during the Recovery Period), adjusted by any applicable Market Value Adjustment and taxes. This amount will never be less than the Total Guaranteed Value.

The term “**Gross Withdrawal**” means the amount deducted from the Accumulation Value as a consequence of your request for a withdrawal, including the requested amount, any applicable Non-Vested Premium Bonus, any applicable Surrender Charges, any applicable Market Value Adjustment, and any applicable taxes.

The term “**Net Withdrawal**” means the payment you will receive as a consequence of your request for a withdrawal, provided sufficient Accumulation Value is available. The Net Withdrawal is equal to the Gross Withdrawal, adjusted by any applicable Market Value Adjustment, less any applicable Surrender Charges, Non-Vested Premium Bonus and taxes.

The term “**Recovery Period**” refers to the period of time prior to the date of a surrender, where upon surrender, we will calculate and deduct any Surrender Charges and recover the Non-Vested Premium Bonus for Free Withdrawals taken during this period. The length of the Recovery Period is shown on the Schedule Pages.

The final sentence of the last paragraph on the front and back cover pages is replaced by the following: “Withdrawals or surrenders may be subject to Surrender Charges, taxes and recovery of the Non-Vested Premium Bonus.”

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**PREMIUM BONUS (Cont'd)**

The first sentence of the first paragraph of **Section 5: Premium and Allocation** is replaced with the following: "The amount applied to this contract on the Contract Issue Date will be the Initial Premium received, plus any applicable Premium Bonus, minus a deduction for any applicable tax including premium tax where applicable."

The last sentence of the first paragraph of **Section 5: Premium and Allocation** is replaced with the following: "All subsequent deposits and their corresponding Premium Bonus will be allocated to the Fixed Account, will not be eligible for reallocation until the first Contract Anniversary and will remain there until you instruct us otherwise."

**Section 6: Fixed Account, Indexed Accounts** is hereby deleted and replaced with the following:

**"Fixed Account**

The Fixed Account earns interest daily at the Fixed Account Interest Rate. The Fixed Account Interest Rate is set on the Contract Issue Date and on each Contract Anniversary. The rate is guaranteed for one year. The Fixed Account Interest Rate will never be less than the Guaranteed Minimum Fixed Account Interest Rate shown on the Schedule Pages. The Fixed Account Interest Rate for the first Contract Year is shown on the Schedule Pages. Any allocation to the Fixed Account is subject to the Minimum Allocation Percentage, Minimum Allocation Amount and Maximum Fixed Account Allocation Percentage shown on the Schedule Pages. Fixed Account information is shown on the Schedule Pages.

On the Contract Issue Date, the Account Value of the Fixed Account is equal to the Initial Premium multiplied by the Fixed Account Initial Premium Allocation Percentage plus the Premium Bonus multiplied by the Fixed Account Initial Premium Allocation Percentage.

Thereafter, the Account Value for the Fixed Account equals:

1. the Account Value on the Contract Issue Date, plus
2. any subsequent deposits allocated to the Fixed Account, plus
3. any interest credited, less
4. any reallocations from the Fixed Account, plus
5. any reallocations to the Fixed Account, less
6. any Gross Withdrawals from the Fixed Account, less
7. any rider fees, if applicable, plus
8. any Premium Bonus applicable to any subsequent deposits to the Fixed Account.

**Indexed Accounts**

This contract also provides for one or more Indexed Accounts. The Minimum Allocation Percentage applicable to any Indexed Account is shown on the Schedule Pages. Funds can be reallocated from an Indexed Account to another Account on the Segment Maturity Date. Indexed Account information is shown on the Schedule Pages. We reserve the right to add additional Indexed Accounts, or cease offering one or more of the Indexed Accounts at any time. If the Index associated with an Indexed Account is no longer available or if the Index calculation is substantially changed, a suitable replacement Index will be used, subject to any required regulatory approval. We will notify you of the change.

On the Contract Issue Date, the Account Value of an Indexed Account is equal to the Premium Allocation multiplied by the Initial Premium, including any associated Premium Bonus allocated to such Indexed Account.

On each Contract Anniversary, the Account Value for an Indexed Account equals:

1. the Account Value immediately preceding the Contract Anniversary, multiplied by the resulting value of (1 + the applicable Index Credit), less
2. any reallocations from the Indexed Account on that Contract Anniversary, plus
3. any reallocations to the Indexed Account on that Contract Anniversary, less
4. any Gross Withdrawals from the Indexed Account on that Contract Anniversary, less
5. any rider fees, if applicable,

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]

Contract Number: [13000000]

**PREMIUM BONUS (Cont'd)**

On any other date, the Account Value for an Indexed Account equals:

1. the Account Value for such Indexed Account on the preceding Contract Anniversary, less
2. any Gross Withdrawals from the applicable Indexed Account since the preceding Contract Anniversary, less
3. any rider fees, if applicable.

For the first Contract Year, the Contract Issue Date is deemed to be the preceding Contract Anniversary for purposes of this calculation.

An Index Credit is calculated on each Segment Maturity Date according to the Indexed Accounts you elect and vests immediately. The Index Credit(s) for the Indexed Account(s) you select will be calculated in accordance with the attached rider(s.) The Index Credit for a particular Indexed Account will never be less than the Guaranteed Minimum Index Credit shown on the Schedule Pages for that Indexed Account. Amounts surrendered, withdrawn or deducted as rider fees prior to the Segment Maturity Date will not receive the Index Credit for that Segment."

**Section 8: Withdrawals, Surrender, Termination and Charges** is hereby deleted and replaced with the following:

**“Withdrawals**

You may request a withdrawal greater than or equal to the Minimum Withdrawal Amount from the Accumulation Value at any time prior to the Contract Maturity Date. Such withdrawals must be by written request and must include any tax withholding and information reporting data we may reasonably require. Withdrawals that reduce the Account Value of any Account below the Minimum Allocation Amount or the Minimum Allocation Percentage will not be permitted. Withdrawals will be adjusted by any Market Value Adjustment and reduced by any applicable Non-Vested Premium Bonus, Surrender Charges and taxes. The payment you will receive is the Net Withdrawal. Withdrawals will automatically be deducted from the Fixed Account. Once the Account Value of the Fixed Account is depleted, the remaining withdrawal will be deducted proportionately from the applicable Indexed Accounts, unless you specifically request that they initially be deducted proportionately from all Accounts.

**Free Withdrawal Amount**

Pursuant to the Free Withdrawal Amount Percentage Schedule on the Schedule Pages, you may withdraw a portion of your Accumulation Value free of any Surrender Charge or Market Value Adjustment, if applicable and without the recovery of the Non-Vested Premium Bonus. This portion is called the Free Withdrawal Amount. Any withdrawals taken from the Free Withdrawal Amount during the Contract Year will be considered Free Withdrawals. The Free Withdrawal Amount is equal to the greater of the Free Withdrawal Amount Base as of the preceding Contract Anniversary multiplied by the applicable Free Withdrawal Amount Percentage shown on the Schedule Pages or the Required Minimum Distribution (RMD) associated with this contract, if any, as defined in the Internal Revenue Code, for certain qualified plan or IRA contracts. Any Free Withdrawals taken during the Contract Year will reduce the total Free Withdrawal Amount available to you in that Contract Year on a dollar for dollar basis. However, for any Free Withdrawals, including a RMD, taken during the Recovery Period, we will assess a Surrender Charge and recover any applicable Non-Vested Premium Bonus at the time of the surrender.

**Surrender**

You may request a withdrawal of the entire Accumulation Value at any time prior to the Contract Maturity Date; this is a surrender. Surrenders must be made by written request and include any tax withholding or information reporting data we may reasonably require. Surrender Charges, Market Value Adjustments and taxes will be applied and any Non-Vested Premium Bonus will be recovered, if applicable, as described in this Section or any riders, endorsements or other forms issued in conjunction with this contract. The payment you will receive is the Cash Surrender Value and will represent termination of the contract. The Cash Surrender Value is an amount equal to the Accumulation Value, reduced by any applicable Non-Vested Premium Bonus, less any applicable Surrender Charges (including those applicable to Free Withdrawals taken during the Recovery Period), adjusted by any applicable Market Value Adjustment and taxes.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**PREMIUM BONUS (Cont'd)****Surrender Charge**

A Surrender Charge may apply to a withdrawal in excess of the Free Withdrawal Amount or a surrender, depending on the date and amount of such withdrawal or surrender. The Surrender Charge schedule is specified on the Schedule Pages. The charge is calculated by multiplying the Accumulation Value being withdrawn in excess of the Free Withdrawal Amount or surrendered by the appropriate Surrender Charge Percentage shown on the Schedule Pages. After the application of any applicable Market Value Adjustment, Surrender Charges will be applied to the Accumulation Value withdrawn in excess of the Free Withdrawal Amount or surrendered. Surrender Charges will be waived upon death.

**Termination**

If the Accumulation Value becomes zero, the contract will immediately terminate, unless otherwise determined by an attached rider, amendment, or endorsement. We will mail a written notice to you at your most recent post office address on file at our Annuity Operations Division. If the Accumulation Value falls below the Minimum Remaining Accumulation Value, it will be treated as a request for surrender, unless otherwise determined by an attached rider.”

The first sentence of the **Calculating the Total Guaranteed Value** provision of **Section 9: Total Guaranteed Value** is replaced with the following: “On the Contract Issue Date, the Total Guaranteed Value equals the Initial Premium, excluding any Premium Bonus, multiplied by the Total Guaranteed Value Premium Factor.”

The following sentence is added to the end of the first paragraph of **Section 10: Death Benefit**, “However, the Non-Vested Premium Bonus may be recovered if the death occurs within the Premium Bonus Qualification Period. If the death occurs during the Premium Bonus Qualification Period, the death benefit will be equal to the greater of the Accumulation Value, less any Non-Vested Premium Bonus or the Total Guaranteed Value.”

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]

Contract Number: [13000000]

**<sup>2</sup>Vested Premium Bonus Schedule\***

Complete Contract Years	Vested Premium Bonus Percentage
[0	0%
1	10%
2	20%
3	30%
4	40%
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%
11	100%
12+	100%]

\* See below for a description of how the Non-Vested Premium Bonus is recovered.

**<sup>2</sup>Non-Vested Premium Bonus**

The Non-Vested Premium Bonus is the amount of the Premium Bonus subject to forfeiture upon surrender, death during the Premium Bonus Qualification Period, or withdrawal in excess of the Free Withdrawal Amount. In the event of surrender or death during the Premium Bonus Qualification Period, the Non-Vested Premium Bonus recovered by us is equal to 1 minus the applicable Vested Premium Bonus Percentage shown on the Schedule Pages, multiplied by the Premium Bonus Percentage, multiplied by the Accumulation Value. Furthermore, in the event of a surrender, for any Free Withdrawal(s) taken during the Recovery Period, an additional Non-Vested Premium Bonus will be recovered by us and will be equal to 1 minus the applicable Vested Premium Bonus Percentage shown on the Schedule Pages, in effect at the time of the original withdrawal(s), multiplied by the Premium Bonus Percentage, multiplied by the corresponding Free Withdrawal(s). In the event of a withdrawal taken in excess of the Free Withdrawal Amount, the Non-Vested Premium Bonus recovered by us is equal to 1 minus the applicable Vested Premium Bonus Percentage shown on the Schedule Pages, multiplied by the Premium Bonus Percentage, multiplied by the gross withdrawal amount in excess of the Free Withdrawal Amount.

The following definitions are added to those listed in **Section 2: Definitions**

The term “**Non-Vested Premium Bonus**” is added and means the amount of the Premium Bonus that is subject to forfeiture. For further details, see Section 8.

The term “**Premium Bonus Qualification Period**” is added and means the period of time during which the Non-Vested Premium Bonus will be recovered upon death, unless the Spousal Continuation option is in effect.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]

Contract Number: [13000000]

**CONTRACT CHARGES**

[Premium Tax rate: 0.00% of Initial Premium]

Surrender Charge: deducted in accordance with the following Surrender Charge Schedule:

**Surrender Charge Schedule\***

Complete Contract Years	Surrender Charge as a Percentage of Accumulation Value
[0	12%
1	12%
2	11%
3	10%
4	9%
5	8%
6	7%
7	6%
8	4%
9	2%
10	0%
11	0%
12+	0%]

\* See Section 8 for a description of how this charge is determined.

**Free Withdrawal Amount Percentage Schedule\*\***

Complete Contract Years	Free Withdrawal Amount Percentage
[0	0%
1	10%
2	10%
3	10%
4+	10%]

\*\* See Section 8 for a description of how this amount is calculated.

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**SECTION 1: SCHEDULE PAGES** (continued)

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Owner: [John Doe]

Contract Number: [13000000]

**BENEFICIARY**

[Jack Doe]

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**SECTION 1: SCHEDULE PAGES**

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Owner:	[John Doe]
Oldest Owner's Age:	[65]
Oldest Owner's Sex:	[Male]
Contract Number:	[13000000]
Initial Premium:	[\$75,000]
Minimum Initial Premium:	[\$15,000]
Maximum Initial Premium:	[\$1,000,000]
Maximum Allowable Subsequent Deposits:	[\$31,250]
Contract Issue Date:	[February 1, 2010]
Contract Maturity Date:	[February 1, 2060]
Annuitant:	[John Doe]
Annuitant's Age:	[65]
Annuitant's Sex:	[Male]
[Joint Annuitant:	[Jane Doe]
Joint Annuitant's Age:	[65]
Joint Annuitant's Sex:	[Female]]
Beneficiary:	[As specified later in this Section 1]
Maximum Annuitant Annuitization Age**:	[95]
Maximum Owner Annuitization Age**:	[95]
Annuitization Value Threshold**:	[5 <sup>th</sup> Contract Anniversary]
Minimum Withdrawal Amount**:	[\$500]
Minimum Allocation Percentage** (any account):	[10%]
Minimum Allocation Amount**:	[\$2,000]
Minimum Remaining Accumulation Value**:	[\$2,000]
Recovery Period**:	[12 months]
Free Withdrawal Amount Base**:	[Accumulation Value]
Total Guaranteed Value Interest Rate**:	[1.00%]
Total Guaranteed Value Premium Factor**:	[87.5%]

\*\* These rates and values are guaranteed for the life of the contract.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**FIXED ACCOUNT INFORMATION**

Fixed Account Initial Premium Allocation Percentage: [10%]  
Maximum Fixed Account Allocation Percentage\*\*: [100%]  
Fixed Account Interest Rate\*: [4.00%]  
Guaranteed Minimum Fixed Account Interest Rate\*\*: [1.00%]

\* This rate is guaranteed only for the first Contract Year.

\*\* These rates and values are guaranteed for the life of the contract.

**INDEXED ACCOUNT PREMIUM ALLOCATION SUMMARY**

[[Point-to-Point Indexed Acct – Safety Growth Strategy]: [10%]  
[Point-to-Point Indexed Acct – Safety Growth Strategy 2]: [10%]  
[Monthly Point-to-Point Indexed Acct – Monthly Cap Strat]: [70%]  
[Point-to-Point Indexed Account – 1 Year EURO STOXX]: [0%]  
[Soft Landing Indexed Account – 5 Year S&P 500]: [0%]  
[Model Soft Landing Indexed Account – 5 Year Model C]: [0%]  
[Model Soft Landing Indexed Account – 5 Year Model D]: [0%]  
[Model Point-to-Point Indexed Account – 1 Year Model A]: [0%]  
[Model Point-to-Point Indexed Account – 1 Year Model E]: [0%]  
[Monthly Point-to-Point Indexed Account – 1 Year S&P 500]: [0%]  
[Performance Trigger Indexed Account – 1 Year S&P 500]: [0%]  
[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow B]: [0%]  
[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow F]: [0%]]

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS****[Point-to-Point Indexed Acct – Safety Growth Strategy]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[10%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[8.00%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Point-to-Point Indexed Acct – Safety Growth Strategy 2]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[2 Year]
<b>Premium Allocation</b>	[10%]
<b>Segment Maturity Date*</b>	[2/1/2012]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[99,999%]
<b>Index Spread*</b>	[9.00%]
<b>Participation Rate*</b>	[80%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[1.00%]
<b>Guaranteed Minimum Index Cap</b>	[999%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[60%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Monthly Point-to-Point Indexed Acct – Monthly Cap Strat]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[70%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.00%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

---

Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Point-to-Point Indexed Account – 1 Year EURO STOXX]**

<b>Index or Model</b>	<b>[EURO STOXX]</b>
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.00%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Soft Landing Indexed Account – 5 Year S&P 500]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[5 Years]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2015]
<b>Soft Landing Duration</b>	[6 months]
<b>Index Cap*</b>	[80%]
<b>Index Spread*</b>	[10%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[20%]
<b>Guaranteed Maximum Index Spread</b>	[50%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

---

Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Soft Landing Indexed Account – 5 Year Model C]**

Index or Model	*Model C: [[50%] [S&P 500], [25%] [DJIA], [25%] [FTSE]]
<b>Segment Duration</b>	[5 Years]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2015]
<b>Soft Landing Duration</b>	[6 months]
<b>Index Cap*</b>	[99,999%]
<b>Index Spread*</b>	[20%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[99.999%]
<b>Guaranteed Maximum Index Spread</b>	[50%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

---

Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Soft Landing Indexed Account – 5 Year Model D]**

Index or Model	*Model D: [[50%] [S&P 500], [25%] [DJIA], [25%] [EURO STOXX]]
<b>Segment Duration</b>	[5 Years]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[6 months]
<b>Index Cap*</b>	[99,999%]
<b>Index Spread*</b>	[20%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[99.999%]
<b>Guaranteed Maximum Index Spread</b>	[50%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

---

Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Point-to-Point Indexed Account – 1 Year Model A]**

Index or Model	*Model A: [[50%] [S&P 500], [25%] [DJIA], [25%] [FTSE]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.75%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

---

Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Point-to-Point Indexed Account – 1 Year Model E]**

Index or Model	*Model E: [[50%] [S&P 500], [25%] [DJIA], [25%] [EURO STOXX]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.75%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Monthly Point-to-Point Indexed Account – 1 Year S&P 500]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[3.00%]
<b>Index Spread*</b>	[1.0%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[1%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Performance Trigger Indexed Account – 1 Year S&P 500]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[N/A]
<b>Index Spread*</b>	[N/A]
<b>Participation Rate*</b>	[N/A]
<b>Trigger Rate*</b>	[5.00%]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[N/A]
<b>Guaranteed Maximum Index Spread</b>	[N/A]
<b>Guaranteed Minimum Participation Rate</b>	[N/A]
<b>Guaranteed Minimum Trigger Rate</b>	[3.00%]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon re-allocation.

**SECTION 1: SCHEDULE PAGES (Cont'd)**

Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow B]**

<b>Index or Model</b>	Rainbow Model B**: [[S&P 500], [Russell 2000], [EURO STOXX]; 1 <sup>st</sup> = [50%], 2 <sup>nd</sup> = [30%], 3 <sup>rd</sup> = [20%]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[5.50%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

\*\*The component index with the highest Index Growth will be weighted at [50%]. The component index with the second highest Index Growth will be weighted at [30%]. The component index with the lowest Index Growth will be weighted at [20%].

**SECTION 1: SCHEDULE PAGES (Cont'd)**

Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow F]**

<b>Index or Model</b>	Rainbow Model F**: [[S&P 500], [Russell 2000], [FTSE]; 1 <sup>st</sup> = [50%], 2 <sup>nd</sup> = [30%], 3 <sup>rd</sup> = [20%]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[5.50%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

\*\*The component index with the highest Index Growth will be weighted at [50%]. The component index with the second highest Index Growth will be weighted at [30%]. The component index with the lowest Index Growth will be weighted at [20%].

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**CONTRACT CHARGES**

[Premium Tax rate: 0.00% of Initial Premium]

Surrender Charge: deducted in accordance with the following Surrender Charge Schedule:

**Surrender Charge Schedule\***

Complete Contract Years	Surrender Charge as a Percentage of Accumulation Value
[0	12%
1	12%
2	11%
3	10%
4	9%
5	8%
6	7%
7	6%
8	4%
9	2%
10	0%
11	0%
12+	0%]

\* See Section 8 for a description of how this charge is determined.

**Free Withdrawal Amount Percentage Schedule\*\***

Complete Contract Years	Free Withdrawal Amount Percentage
[0	0%
1	10%
2	10%
3	10%
4+	10%]

\*\* See Section 8 for a description of how this amount is calculated.

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**SECTION 1: SCHEDULE PAGES** (continued)

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Owner: [John Doe]

Contract Number: [13000000]

**BENEFICIARY**

[Jack Doe]



**GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER**

This rider is a part of the contract to which it is attached in consideration of the application, if any, and the charges as shown in the rider specifications below. Except as specified in this rider, it is subject to all of the provisions contained in the contract. This rider takes effect on the Rider Issue Date.

**The Federal Defense of Marriage Act states that neither civil union partners nor same-gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner or the surviving spouse of a same-gender marriage. For information regarding federal tax laws please consult a tax advisor.**

**RIDER SPECIFICATIONS**

Contract Number: [13000000]  
 Rider Issue Date: [August 1, 2010]  
 GLWB Earliest Exercise Date: [August 1, 2011]  
 Rider Option: [Single Life Option]  
 Rider Fee Percentage: [0.60%] per year  
 Maximum Rider Fee Percentage: [3.00%] per year  
 Earliest Rider Fee Percentage Increase Date: [August 1, 2022]  
 GMDB Factor: [2]  
 GMDB Maximum Age: [95]  
 GLWB Primary Multiplier: [60]  
 GLWB Secondary Multiplier: [12]  
 Benefit Base Calculation Percentage:

Rider Year	Benefit Base Calculation Percentage
[2-6	[125%
7	130%
8	140%
9	150%
10	175%]
10 + t*]	[The Benefit Base Calculation Percentage in the Prior Rider Year multiplied by one plus the applicable Effective Growth Rate Percentage for the current Rider Year]

\*Where, t = 1, 2, 3, 4, 5...

**RIDER SPECIFICATIONS (continued)**

Effective Growth Rate Percentage:

<b>Rider Year</b>	<b>Effective Growth Rate Percentage</b>
[11 – 15	[5.0%
16 – 20	5.0%
21 – 25	4.0%
26 – 30	4.0%
31+]	0.0%]

Annual Benefit Percentage:

<b>Attained Age of the youngest Covered Person on the Rider Exercise Date</b>	<b>Annual Benefit Percentage</b>
[<40	[0%
40-49	0%
50-54	4.0%
55-59	4.5%
60-64	5.0%
65-69	5.5%
70-74	6.0%
75-79	6.5%
80-84	7.0%
85-89	7.5%
90+]	8.0%]

Death Benefit Roll-Up Percentage:

<b>Attained Age of the oldest Covered Person on the first day of each Rider Year</b>	<b>Death Benefit Roll-Up Percentage</b>
[<40	[6.0%
40-49	6.0%
50-54	6.0%
55-59	6.0%
60-64	6.0%
65-69	6.0%
70-74	6.0%
75-79	6.0%
80-84	6.0%
85-89	0.0%
90+]	0.0%]

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## 1. Definitions

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Any additional terms used in this rider that are not specifically defined herein, are as defined in the attached contract.

The term “**Adjusted Withdrawal**” refers to the value of a gross withdrawal multiplied by the Enhanced Death Benefit prior to the withdrawal, divided by the Accumulation Value prior to the withdrawal.

The term “**Annual Benefit Percentage**” is the percentage that we will use to calculate the Annual Benefit Amount. It is based on the age of the youngest living Covered Person on the Rider Exercise Date.

The term “**Covered Person(s)**” means the person(s) whose life is used to determine the duration of the lifetime Annual Benefit Amount payments. A Covered Person must be a natural person.

For the Single Life Option, Covered Person can be one or more lives. If there is one natural person owner, the owner is the Covered Person. If there are multiple natural person owners, all owners are Covered Persons. If the owner is a non-natural person, all annuitants named in the contract become the Covered Persons. This rider terminates upon the first death of any Covered Person.

For the Spousal Life Option, Covered Persons must be federal spouses, as defined in the attached contract. If there is one natural person owner, the owner and the owner's spouse must be the Covered Persons and the spouse must be the owner's sole beneficiary. If there are two spousal owners, the Covered Persons are the spousal owners, and they may have non-spousal beneficiaries. If the owner is a non-natural person, both annuitants named in the contract are Covered Persons. If there are multiple non-spousal owners the Spousal Life Option is not allowed. This rider terminates upon the death of the surviving Covered Person. If you elect the Spousal Life Option and subsequently obtain a divorce, there will be modifications to the terms of this rider. For further information please contact our Annuity Operations Division.

The term “**Death Benefit Roll-Up Percentage**” is an annual effective rate that we will use to calculate the Enhanced Death Benefit as described in Section 9. It is initially calculated on the Rider Issue Date and is reset on each Rider Anniversary based on the attained age of the oldest Covered Person on that Rider Anniversary and is used for all Enhanced Death Benefit calculations within that Rider Year.

The term “**Excess Withdrawal**” is any withdrawal that causes the cumulative withdrawals during a Rider Year to exceed the Annual Benefit Amount. The withdrawn amount that exceeds the Annual Benefit Amount and any subsequent withdrawals in that Rider Year will be considered Excess Withdrawals, unless they are classified as Required Minimum Distributions from a qualified contract. Please note that excess withdrawals may incur additional charges and adjustments pursuant to the attached contract.

The term “**GMDB Maximum Age**” is the age at which the Enhanced Death Benefit is equal to zero.

The term “**GLWB Primary Multiplier**” is the factor used to determine the Enhanced Death Benefit when death occurs after the Rider Exercise Date and **before** the Accumulation Value is reduced to zero.

The term “**GLWB Secondary Multiplier**” is the factor used to determine the Enhanced Death Benefit when death occurs after the Rider Exercise Date and **after** the Accumulation Value is reduced to zero.

The term “**GLWB Earliest Exercise Date**” means the earliest possible date that a GLWB withdrawal may be requested. Such a request must be submitted in writing and received at our Annuity Operations Division in a form satisfactory to us in order to be processed.

The term “**Monthly Anniversary**” is the same day each month as the Rider Issue Date following the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used.

The term “**Required Minimum Distribution**” (**RMD**) means the amount defined by the Internal Revenue Code to be distributed annually from a contract issued in connection with an Individual Retirement Account (IRA) or qualified plan. The first RMD must be made no later than April 1 of the year following the year in which the owner attains age 70 ½; subsequent RMDs must be made annually thereafter unless guidance is issued from the Internal Revenue Service modifying the requirement. The RMD is the amount that is associated with this contract. There are no lifetime RMD requirements for a non-qualified annuity or for a Roth IRA.

The term “**Rider Anniversary**” means the same day and month of each year as the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If that day is a non-business day, any fees will be deducted and the Benefit Base will be re-calculated on the next business day.

The term “**Rider Issue Date**” means the date the rider becomes effective and is shown in the rider specifications. Any charges for this rider are calculated from the Rider Issue Date. Rider Years, Rider Months, and Rider Anniversaries are determined from the Rider Issue Date.

The term “**Rider Month**” means, with respect to the first Rider Month, the one-month period beginning on the Rider Issue Date up to, but not including, the first Monthly Anniversary. Each subsequent Rider Month is the one-month period beginning on a Monthly Anniversary up to, but not including, the next Monthly Anniversary.

The term “**Rider Option**” means the Guaranteed Lifetime Withdrawal Benefit and Guaranteed Minimum Death Benefit options provided under this rider. The Rider Option must be elected on the Rider Issue Date and cannot be changed after the Rider Issue Date.

#### **Single Life Option**

GLWB payments under the Single Life Option cover only one life, and will continue until the first death of the Covered Person. Under the Single Life Option, all Covered Persons must be living on the date we make the first payment. Any Enhanced Death Benefit will be considered in the calculation of the death benefit proceeds and the death benefit proceeds will be considered payable on the first death of any Covered Person.

#### **Spousal Life Option**

GLWB payments under the Spousal Life Option cover two spousal lives, and will continue until the death of the surviving Covered Person. The requirements for Covered Persons, as specified above, must be satisfied in order to elect this option. Under the Spousal Life Option, at least one of the Covered Persons must be living on the date we make the first payment. Any Enhanced Death Benefit will be considered in the calculation of the death benefit proceeds and the death benefit proceeds will be considered payable on the death of the surviving Covered Person.

The term “**Rider Exercise Date**” means the date you elect to begin receiving your lifetime payments under this rider. This date will be set to the Monthly Anniversary following the date we receive and process your request to begin receiving lifetime payments under this rider. Such a request must be submitted in writing and received at our Annuity Operations Division in a form satisfactory to us in order to be processed.

The term “**Rider Year**” means, with respect to the first Rider Year, the one-year period beginning on the Rider Issue Date up to, but not including, the first Rider Anniversary. Each subsequent Rider Year is the one-year period beginning on a Rider Anniversary up to, but not including, the next Rider Anniversary.

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## **2. Overview**

Subject to the terms and conditions described herein, this rider provides for (i) a Guaranteed Lifetime Withdrawal Benefit (“GLWB”), and (ii) Guaranteed Minimum Death Benefit (“GMDB”). The GLWB component of this rider guarantees that you may receive withdrawals or payments of the Annual Benefit Amount for the life of the Covered Person(s) each Rider Year after the Rider Exercise Date. The GMDB benefit provides a guaranteed minimum death benefit which may exceed that offered by the attached contract. You may not assign your interest in this rider to anyone without our prior written approval. If you assign your rights or interest in this rider without our prior written approval, it will immediately terminate without value.

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## **3. Adjustment for Misstatement of Age**

If the age of any Covered Person has been misstated, the Benefit Base, Annual Benefit Amount and the Enhanced Death Benefit will be adjusted based on such Covered Person’s correct age.

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## **4. Benefit Base**

The Benefit Base is an amount used to determine the Annual Benefit Amount. The Benefit Base is calculated prior to the Rider Exercise Date solely for purposes of calculating the rider fee.

Prior to the Rider Exercise Date, we will calculate the Benefit Base on the date of surrender and on each Rider Anniversary. The Benefit Base will also be calculated on the Rider Exercise Date. The Benefit Base will only be recalculated after the Rider Exercise Date if there is an Excess Withdrawal.

On or prior to the Rider Exercise Date, the Benefit Base is equal to the greater of A and B, where:

A. = the Accumulation Value

B. = The Benefit Base Calculation Percentage on the calculation date x (1 + 2 – 3), where:

1) = Cumulative Premium,

2) = any applicable Premium Bonus,

3) = any gross withdrawals taken prior to the calculation date.

On or after the Rider Exercise Date, the Benefit Base will be recalculated on the date of any Excess Withdrawal. The Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the Excess Withdrawal.

For IRA and qualified plan contracts, cumulative withdrawals during a Rider Year will be considered Excess Withdrawals only if they exceed the greatest of (a), (b) and (c), where:

(a) = the current Annual Benefit Amount;

(b) = the RMD for the 1st calendar year during the Rider Year; and

(c) = the RMD for the 2nd calendar year during the same Rider Year.

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## 5. Annual Benefit Amount

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The Annual Benefit Amount is the amount that is guaranteed to be available for withdrawal or payment each Rider Year after the Rider Exercise Date if all Covered Persons are living (Single Life Option) or at least one Covered Person is living (Spousal Life Option).

If your Accumulation Value is greater than zero, the Annual Benefit Amount represents the maximum amount you can withdraw each Rider Year without reducing the Benefit Base. If the Annual Benefit Amount provided under this rider is greater than the Free Withdrawal Amount provided by the attached contract, the Free Withdrawal Amount will be set equal to the Annual Benefit Amount. Once your Accumulation Value is reduced to zero, the Annual Benefit Amount represents the amount that will be paid to you, annually, for as long as:

- All Covered Persons are living (Single Life Option).
- At least one Covered Person is living (Spousal Life Option).

Prior to the Rider Exercise Date, the Annual Benefit Amount is equal to zero. The Annual Benefit Amount is first calculated on the Rider Exercise Date. On the date it is calculated, the Annual Benefit Amount equals the applicable Annual Benefit Percentage multiplied by the Benefit Base as of the Rider Exercise Date. Thereafter, the Annual Benefit Amount is only recalculated after an Excess Withdrawal. Following an Excess Withdrawal, the Annual Benefit Amount will be equal to the Benefit Base after the Excess Withdrawal, multiplied by the Annual Benefit Amount Percentage used to calculate the Annual Benefit Amount on the Rider Exercise Date.

The Annual Benefit Amount, while calculated as an annual benefit, accrues on a monthly basis. Any payment requested prior to its accrual will be considered an Advanced Annual Benefit Amount. In any Rider Year, the Advanced Annual Benefit Amount is equal to the difference between (i) cumulative withdrawals in the current Rider Year and (ii) the current Annual Benefit Amount, divided by twelve and multiplied by the number of completed Rider Months in the current Rider Year. The Advanced Annual Benefit Amount will never be less than zero or greater than the Annual Benefit Amount. It will be recalculated upon the first death of any Covered Person for the Single Life Option, and upon the death of the surviving Covered Person for the Spousal Life Option.

If you surrender your contract after the Rider Exercise Date, any withdrawals up to the Annual Benefit Amount made in each Rider Year during the Recovery Period will be subject to Surrender Charges and recovery of any applicable Non-Vested Premium Bonus.

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## 6. When the Accumulation Value is Reduced to Zero

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On the date the Accumulation Value is reduced to zero, the contract terminates and all rights under the contract and the rider terminate other than as described below.

### Prior to the Rider Exercise Date

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value required by the attached contract as the result of a withdrawal, it will be treated as a request for surrender and this rider will terminate. If the Accumulation Value is reduced to zero as the result of rider fee deductions, the Rider Exercise Date will automatically be set to the Monthly Anniversary following the date the Accumulation Value is reduced to zero. On the Rider Exercise Date, we will commence monthly benefit payments equal to one-twelfth the Annual Benefit Amount. Such payments will continue until the date of first death of any Covered Person for the Single Life Option, or until the date of death of the surviving Covered Person for the Spousal Life Option. We may, at our discretion, permit or require other payment frequencies or methods subject to our minimum amount per payment requirement.

### After the Rider Exercise Date

On the date the Accumulation Value is reduced to zero, we will make a benefit payment equal to the Annual Benefit Amount, less cumulative withdrawals in the Rider Year, and not less than zero. On the Rider Anniversary following the date the Accumulation Value is reduced to zero, we will commence monthly benefit payments equal to one-twelfth of the Annual Benefit Amount. Such payments will continue until the date of first death of any Covered Person for the Single Life Option, or until the date of death of the surviving Covered Person for the Spousal Life Option. We may, at our discretion, permit or require other payment frequencies or methods subject to our minimum amount per payment requirement.

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## 7. Maximum Maturity Date

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If your Accumulation Value is greater than zero and you have reached the Maximum Maturity Date under the base contract, you have the option to exchange the Accumulation Value for monthly lifetime payments equal to one-twelfth of the Annual Benefit Amount in lieu of applying the Accumulation Value to one of the annuity payment options offered under the base contract.

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## 8. Guaranteed Minimum Death Benefit (“GMDB”)

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Prior to the Rider Anniversary following the date the oldest Covered Person attains the GMDB Maximum Age, the GMDB component provides an Enhanced Death Benefit upon the first death of any Covered Person (Single Life Option), or on the last death of any Covered Person (Spousal Life Option), subject to the terms and conditions below. If the Enhanced Death Benefit, less any Non-Vested Premium Bonus recovered due to a death during the Premium Bonus Qualification Period, is greater than the Death Benefit provided under the base contract to which this rider is attached, then the Enhanced Death Benefit, less any Non-Vested Premium Bonus recovered due to a death during the Premium Bonus Qualification Period, will be paid instead.

### **Enhanced Death Benefit**

1. Prior to the Rider Exercise Date and prior to the Rider Anniversary following the date the oldest Covered Person attains the GMDB Maximum Age, the Enhanced Death Benefit is equal to the lesser of (A) and (B), where:

(A) = (i) minus (ii), where:

- i. = the Cumulative Premium, plus any applicable Premium Bonus, accumulated daily at the annual effective rate equal to the Death Benefit Roll-Up Percentage in effect during each Rider Year, starting on the effective date of each deposit.
- ii. = the sum of Adjusted Withdrawals, accumulated daily at the annual effective rate equal to the Death Benefit Roll-Up Percentage in effect during each Rider Year, starting on the effective date of each withdrawal.

(B) = (a) multiplied by (b) where:

(a) = the Cumulative Premium, plus any applicable Premium Bonus, less the sum of any withdrawals, but not less than zero

(b) = the GMDB Factor shown on the specification pages.

2. On or after the Rider Exercise Date and prior to the Rider Anniversary following the date the oldest Covered Person attains the GMDB Maximum Age, if death occurs prior to the date the Accumulation Value is reduced to zero, the Enhanced Death Benefit is equal to the GLWB Primary Multiplier multiplied by the Annual Benefit Amount, divided by twelve, reduced by any Advanced Annual Benefit Amount as of the date of death.
3. On or after the Rider Exercise Date and prior to the Rider Anniversary following the date the oldest Covered Person attains the GMDB Maximum Age, if death occurs on or after the date the Accumulation Value is reduced to zero, the Enhanced Death Benefit is equal to the GLWB Secondary Multiplier multiplied by the Annual Benefit Amount, divided by twelve.

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## 9. Rider Fee

After the Rider Issue Date, the rider fee will be deducted from the Accumulation Value on each Rider Anniversary. The rider fee is equal to the Rider Fee Percentage then in effect, multiplied by the Benefit Base. Unless we agree otherwise, the rider fee will be deducted from the Fixed Account. If the Fixed Account value is insufficient, the fee will be deducted proportionally from each applicable Indexed Account.

The Rider Fee Percentage in effect on the Rider Issue Date is shown in the rider specifications. We have the right to increase the Rider Fee Percentage on any Rider Anniversary on or after the Earliest Rider Fee Percentage Increase Date. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage as shown in the rider specifications. The Rider Fee Percentage will vary depending on whether you elect the Single Life Option or Spousal Life Option.

If the contract is terminated on a date other than a Rider Anniversary, we will deduct a proportional rider fee, based on the time elapsed in the Rider Year, from the amount available or paid upon termination. Past rider fees will not be refunded. The rider fee will not be deducted after the Accumulation Value is reduced to zero.

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## 10. Termination of Rider

Any of the following events will result in termination of the rider without value:

1. the date there is a change in any Covered Person;
2. the date of commencement of annuity payments under an annuity payment option as described in the base contract;
3. the date the contract, to which the rider is attached, terminates;
4. the date of death of any Covered Person under the Single Life Option, or the date of death of the surviving Covered Person under the Spousal Life Option;
5. the date you assign your interests in the contract to which this rider is attached;
6. the date you assign any rights or interest in this rider to anyone without our prior written approval;
7. the date any death benefit is paid under the contract to which this rider is attached; or
8. the date the owner elects, in writing, to terminate or cancel the rider after the date of any Rider Fee Percentage increase.

PHL Variable Insurance Company

 [Signature]

[Secretary]



**GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER**

This rider is a part of the contract to which it is attached in consideration of the application, if any, and the charges as shown in the rider specifications below. Except as specified in this rider, it is subject to all of the provisions contained in the contract. This rider takes effect on the Rider Issue Date.

**The Federal Defense of Marriage Act states that neither civil union partners nor same-gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner or the surviving spouse of a same-gender marriage. For information regarding federal tax laws please consult a tax advisor.**

**RIDER SPECIFICATIONS**

Contract Number: [13000000]  
 Rider Issue Date: [August 1, 2010]  
 GLWB Earliest Exercise Date: [August 1, 2011]  
 Rider Option: [Single Life Option]  
 Rider Fee Percentage: [0.60%] per year  
 Maximum Rider Fee Percentage: [3.00%] per year  
 Earliest Rider Fee Percentage Increase Date: [August 1, 2022]  
 GMDB Factor: [2]  
 GMDB Maximum Age: [95]  
 GLWB Primary Multiplier: [60]  
 GLWB Secondary Multiplier: [12]  
 Benefit Base Calculation Percentage:

Rider Year	Benefit Base Calculation Percentage
[2-6	[125%
7	130%
8	140%
9	150%
10	175%]
10 + t*]	[The Benefit Base Calculation Percentage in the Prior Rider Year multiplied by one plus the applicable Effective Growth Rate Percentage for the current Rider Year]

\*Where, t = 1, 2, 3, 4, 5...

**RIDER SPECIFICATIONS (continued)**

Effective Growth Rate Percentage:

<b>Rider Year</b>	<b>Effective Growth Rate Percentage</b>
[11 – 15	[5.0%
16 – 20	5.0%
21 – 25	4.0%
26 – 30	4.0%
31+]	0.0%]

Annual Benefit Percentage:

<b>Attained Age of the youngest Covered Person on the Rider Exercise Date</b>	<b>Annual Benefit Percentage</b>
[<40	[0%
40-49	0%
50-54	4.0%
55-59	4.5%
60-64	5.0%
65-69	5.5%
70-74	6.0%
75-79	6.5%
80-84	7.0%
85-89	7.5%
90+]	8.0%]

Death Benefit Roll-Up Percentage:

<b>Attained Age of the oldest Covered Person on the first day of each Rider Year</b>	<b>Death Benefit Roll-Up Percentage</b>
[<40	[6.0%
40-49	6.0%
50-54	6.0%
55-59	6.0%
60-64	6.0%
65-69	6.0%
70-74	6.0%
75-79	6.0%
80-84	6.0%
85-89	0.0%
90+]	0.0%]

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## 1. Definitions

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Any additional terms used in this rider that are not specifically defined herein, are as defined in the attached contract.

The term “**Adjusted Withdrawal**” refers to the value of a gross withdrawal multiplied by the Enhanced Death Benefit prior to the withdrawal, divided by the Accumulation Value prior to the withdrawal.

The term “**Annual Benefit Percentage**” is the percentage that we will use to calculate the Annual Benefit Amount. It is based on the age of the youngest living Covered Person on the Rider Exercise Date.

The term “**Covered Person(s)**” means the person(s) whose life is used to determine the duration of the lifetime Annual Benefit Amount payments. A Covered Person must be a natural person.

For the Single Life Option, Covered Person can be one or more lives. If there is one natural person owner, the owner is the Covered Person. If there are multiple natural person owners, all owners are Covered Persons. If the owner is a non-natural person, all annuitants named in the contract become the Covered Persons. This rider terminates upon the first death of any Covered Person.

For the Spousal Life Option, Covered Persons must be federal spouses, as defined in the attached contract. If there is one natural person owner, the owner and the owner's spouse must be the Covered Persons and the spouse must be the owner's sole beneficiary. If there are two spousal owners, the Covered Persons are the spousal owners, and they may have non-spousal beneficiaries. If the owner is a non-natural person, both annuitants named in the contract are Covered Persons. If there are multiple non-spousal owners the Spousal Life Option is not allowed. This rider terminates upon the death of the surviving Covered Person. If you elect the Spousal Life Option and subsequently obtain a divorce, there will be modifications to the terms of this rider. For further information please contact our Annuity Operations Division.

The term “**Death Benefit Roll-Up Percentage**” is an annual effective rate that we will use to calculate the Enhanced Death Benefit as described in Section 9. It is initially calculated on the Rider Issue Date and is reset on each Rider Anniversary based on the attained age of the oldest Covered Person on that Rider Anniversary and is used for all Enhanced Death Benefit calculations within that Rider Year.

The term “**Excess Withdrawal**” is any withdrawal that causes the cumulative withdrawals during a Rider Year to exceed the Annual Benefit Amount. The withdrawn amount that exceeds the Annual Benefit Amount and any subsequent withdrawals in that Rider Year will be considered Excess Withdrawals, unless they are classified as Required Minimum Distributions from a qualified contract. Please note that excess withdrawals may incur additional charges and adjustments pursuant to the attached contract.

The term “**GMDB Maximum Age**” is the age at which the Enhanced Death Benefit is equal to zero.

The term “**GLWB Primary Multiplier**” is the factor used to determine the Enhanced Death Benefit when death occurs after the Rider Exercise Date and **before** the Accumulation Value is reduced to zero.

The term “**GLWB Secondary Multiplier**” is the factor used to determine the Enhanced Death Benefit when death occurs after the Rider Exercise Date and **after** the Accumulation Value is reduced to zero.

The term “**GLWB Earliest Exercise Date**” means the earliest possible date that a GLWB withdrawal may be requested. Such a request must be submitted in writing and received at our Annuity Operations Division in a form satisfactory to us in order to be processed.

The term “**Monthly Anniversary**” is the same day each month as the Rider Issue Date following the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used.

The term “**Required Minimum Distribution**” (**RMD**) means the amount defined by the Internal Revenue Code to be distributed annually from a contract issued in connection with an Individual Retirement Account (IRA) or qualified plan. The first RMD must be made no later than April 1 of the year following the year in which the owner attains age 70 ½; subsequent RMDs must be made annually thereafter unless guidance is issued from the Internal Revenue Service modifying the requirement. The RMD is the amount that is associated with this contract. There are no lifetime RMD requirements for a non-qualified annuity or for a Roth IRA.

The term “**Rider Anniversary**” means the same day and month of each year as the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If that day is a non-business day, any fees will be deducted and the Benefit Base will be re-calculated on the next business day.

The term “**Rider Issue Date**” means the date the rider becomes effective and is shown in the rider specifications. Any charges for this rider are calculated from the Rider Issue Date. Rider Years, Rider Months, and Rider Anniversaries are determined from the Rider Issue Date.

The term “**Rider Month**” means, with respect to the first Rider Month, the one-month period beginning on the Rider Issue Date up to, but not including, the first Monthly Anniversary. Each subsequent Rider Month is the one-month period beginning on a Monthly Anniversary up to, but not including, the next Monthly Anniversary.

The term “**Rider Option**” means the Guaranteed Lifetime Withdrawal Benefit and Guaranteed Minimum Death Benefit options provided under this rider. The Rider Option must be elected on the Rider Issue Date and cannot be changed after the Rider Issue Date.

#### **Single Life Option**

GLWB payments under the Single Life Option cover only one life, and will continue until the first death of the Covered Person. Under the Single Life Option, all Covered Persons must be living on the date we make the first payment. Any Enhanced Death Benefit will be considered in the calculation of the death benefit proceeds and the death benefit proceeds will be considered payable on the first death of any Covered Person.

#### **Spousal Life Option**

GLWB payments under the Spousal Life Option cover two spousal lives, and will continue until the death of the surviving Covered Person. The requirements for Covered Persons, as specified above, must be satisfied in order to elect this option. Under the Spousal Life Option, at least one of the Covered Persons must be living on the date we make the first payment. Any Enhanced Death Benefit will be considered in the calculation of the death benefit proceeds and the death benefit proceeds will be considered payable on the death of the surviving Covered Person.

The term “**Rider Exercise Date**” means the date you elect to begin receiving your lifetime payments under this rider. This date will be set to the Monthly Anniversary following the date we receive and process your request to begin receiving lifetime payments under this rider. Such a request must be submitted in writing and received at our Annuity Operations Division in a form satisfactory to us in order to be processed.

The term “**Rider Year**” means, with respect to the first Rider Year, the one-year period beginning on the Rider Issue Date up to, but not including, the first Rider Anniversary. Each subsequent Rider Year is the one-year period beginning on a Rider Anniversary up to, but not including, the next Rider Anniversary.

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## **2. Overview**

Subject to the terms and conditions described herein, this rider provides for (i) a Guaranteed Lifetime Withdrawal Benefit (“GLWB”), and (ii) Guaranteed Minimum Death Benefit (“GMDB”). The GLWB component of this rider guarantees that you may receive withdrawals or payments of the Annual Benefit Amount for the life of the Covered Person(s) each Rider Year after the Rider Exercise Date. The GMDB benefit provides a guaranteed minimum death benefit which may exceed that offered by the attached contract. You may not assign your interest in this rider to anyone without our prior written approval. If you assign your rights or interest in this rider without our prior written approval, it will immediately terminate without value.

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## **3. Adjustment for Misstatement of Age**

If the age of any Covered Person has been misstated, the Benefit Base, Annual Benefit Amount and the Enhanced Death Benefit will be adjusted based on such Covered Person’s correct age.

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## **4. Benefit Base**

The Benefit Base is an amount used to determine the Annual Benefit Amount. The Benefit Base is calculated prior to the Rider Exercise Date solely for purposes of calculating the rider fee.

Prior to the Rider Exercise Date, we will calculate the Benefit Base on the date of surrender and on each Rider Anniversary. The Benefit Base will also be calculated on the Rider Exercise Date. The Benefit Base will only be recalculated after the Rider Exercise Date if there is an Excess Withdrawal.

On or prior to the Rider Exercise Date, the Benefit Base is equal to the greater of A and B, where:

A. = the Accumulation Value

B. = The Benefit Base Calculation Percentage on the calculation date x (1 - 2), where:

1) = Cumulative Premium,

2) = any gross withdrawals taken prior to the calculation date.

On or after the Rider Exercise Date, the Benefit Base will be recalculated on the date of any Excess Withdrawal. The Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the Excess Withdrawal.

For IRA and qualified plan contracts, cumulative withdrawals during a Rider Year will be considered Excess Withdrawals only if they exceed the greatest of (a), (b) and (c), where:

(a) = the current Annual Benefit Amount;

(b) = the RMD for the 1st calendar year during the Rider Year; and

(c) = the RMD for the 2nd calendar year during the same Rider Year.

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## 5. Annual Benefit Amount

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The Annual Benefit Amount is the amount that is guaranteed to be available for withdrawal or payment each Rider Year after the Rider Exercise Date if all Covered Persons are living (Single Life Option) or at least one Covered Person is living (Spousal Life Option).

If your Accumulation Value is greater than zero, the Annual Benefit Amount represents the maximum amount you can withdraw each Rider Year without reducing the Benefit Base. If the Annual Benefit Amount provided under this rider is greater than the Free Withdrawal Amount provided by the attached contract, the Free Withdrawal Amount will be set equal to the Annual Benefit Amount. Once your Accumulation Value is reduced to zero, the Annual Benefit Amount represents the amount that will be paid to you, annually, for as long as:

- All Covered Persons are living (Single Life Option).
- At least one Covered Person is living (Spousal Life Option).

Prior to the Rider Exercise Date, the Annual Benefit Amount is equal to zero. The Annual Benefit Amount is first calculated on the Rider Exercise Date. On the date it is calculated, the Annual Benefit Amount equals the applicable Annual Benefit Percentage multiplied by the Benefit Base as of the Rider Exercise Date. Thereafter, the Annual Benefit Amount is only recalculated after an Excess Withdrawal. Following an Excess Withdrawal, the Annual Benefit Amount will be equal to the Benefit Base after the Excess Withdrawal, multiplied by the Annual Benefit Amount Percentage used to calculate the Annual Benefit Amount on the Rider Exercise Date.

The Annual Benefit Amount, while calculated as an annual benefit, accrues on a monthly basis. Any payment requested prior to its accrual will be considered an Advanced Annual Benefit Amount. In any Rider Year, the Advanced Annual Benefit Amount is equal to the difference between (i) cumulative withdrawals in the current Rider Year and (ii) the current Annual Benefit Amount, divided by twelve and multiplied by the number of completed Rider Months in the current Rider Year. The Advanced Annual Benefit Amount will never be less than zero or greater than the Annual Benefit Amount. It will be recalculated upon the first death of any Covered Person for the Single Life Option, and upon the death of the surviving Covered Person for the Spousal Life Option.

If you surrender your contract after the Rider Exercise Date, any withdrawals up to the Annual Benefit Amount made in each Rider Year during the Recovery Period will be subject to Surrender Charges.

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## 6. When the Accumulation Value is Reduced to Zero

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On the date the Accumulation Value is reduced to zero, the contract terminates and all rights under the contract and the rider terminate other than as described below.

### Prior to the Rider Exercise Date

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value required by the attached contract as the result of a withdrawal, it will be treated as a request for surrender and this rider will terminate. If the Accumulation Value is reduced to zero as the result of rider fee deductions, the Rider Exercise Date will automatically be set to the Monthly Anniversary following the date the Accumulation Value is reduced to zero. On the Rider Exercise Date, we will commence monthly benefit payments equal to one-twelfth the Annual Benefit Amount. Such payments will continue until the date of first death of any Covered Person for the Single Life Option, or until the date of death of the surviving Covered Person for the Spousal Life Option. We may, at our discretion, permit or require other payment frequencies or methods subject to our minimum amount per payment requirement.

### After the Rider Exercise Date

On the date the Accumulation Value is reduced to zero, we will make a benefit payment equal to the Annual Benefit Amount, less cumulative withdrawals in the Rider Year, and not less than zero. On the Rider Anniversary following the date the Accumulation Value is reduced to zero, we will commence monthly benefit payments equal to one-twelfth of the Annual Benefit Amount. Such payments will continue until the date of first death of any Covered Person for the Single Life Option, or until the date of death of the surviving Covered Person for the Spousal Life Option. We may, at our discretion, permit or require other payment frequencies or methods subject to our minimum amount per payment requirement.

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## 7. Maximum Maturity Date

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If your Accumulation Value is greater than zero and you have reached the Maximum Maturity Date under the base contract, you have the option to exchange the Accumulation Value for monthly lifetime payments equal to one-twelfth of the Annual Benefit Amount in lieu of applying the Accumulation Value to one of the annuity payment options offered under the base contract.

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## 8. Guaranteed Minimum Death Benefit (“GMDB”)

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Prior to the Rider Anniversary following the date the oldest Covered Person attains the GMDB Maximum Age, the GMDB component provides an Enhanced Death Benefit upon the first death of any Covered Person (Single Life Option), or on the last death of any Covered Person (Spousal Life Option), subject to the terms and conditions below. If the Enhanced Death Benefit is greater than the Death Benefit provided under the base contract to which this rider is attached, then the Enhanced Death Benefit will be paid instead.

### **Enhanced Death Benefit**

1. Prior to the Rider Exercise Date and prior to the Rider Anniversary following the date the oldest Covered Person attains the GMDB Maximum Age, the Enhanced Death Benefit is equal to the lesser of (A) and (B), where:
  - (A) = (i) minus (ii), where:
    - i. = the Cumulative Premium, accumulated daily at the annual effective rate equal to the Death Benefit Roll-Up Percentage in effect during each Rider Year, starting on the effective date of each deposit.
    - ii. = the sum of Adjusted Withdrawals, accumulated daily at the annual effective rate equal to the Death Benefit Roll-Up Percentage in effect during each Rider Year, starting on the effective date of each withdrawal.

(B) = (a) multiplied by (b) where:

(a) = the Cumulative Premium, less the sum of any withdrawals, but not less than zero

(b) = the GMDB Factor shown on the specification pages.

2. On or after the Rider Exercise Date and prior to the Rider Anniversary following the date the oldest Covered Person attains the GMDB Maximum Age, if death occurs prior to the date the Accumulation Value is reduced to zero, the Enhanced Death Benefit is equal to the GLWB Primary Multiplier multiplied by the Annual Benefit Amount, divided by twelve, reduced by any Advanced Annual Benefit Amount as of the date of death.
3. On or after the Rider Exercise Date and prior to the Rider Anniversary following the date the oldest Covered Person attains the GMDB Maximum Age, if death occurs on or after the date the Accumulation Value is reduced to zero, the Enhanced Death Benefit is equal to the GLWB Secondary Multiplier multiplied by the Annual Benefit Amount, divided by twelve.

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## 9. Rider Fee

After the Rider Issue Date, the rider fee will be deducted from the Accumulation Value on each Rider Anniversary. The rider fee is equal to the Rider Fee Percentage then in effect, multiplied by the Benefit Base. Unless we agree otherwise, the rider fee will be deducted from the Fixed Account. If the Fixed Account value is insufficient, the fee will be deducted proportionally from each applicable Indexed Account.

The Rider Fee Percentage in effect on the Rider Issue Date is shown in the rider specifications. We have the right to increase the Rider Fee Percentage on any Rider Anniversary on or after the Earliest Rider Fee Percentage Increase Date. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage as shown in the rider specifications. The Rider Fee Percentage will vary depending on whether you elect the Single Life Option or Spousal Life Option.

If the contract is terminated on a date other than a Rider Anniversary, we will deduct a proportional rider fee, based on the time elapsed in the Rider Year, from the amount available or paid upon termination. Past rider fees will not be refunded. The rider fee will not be deducted after the Accumulation Value is reduced to zero.

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## 10. Termination of Rider

Any of the following events will result in termination of the rider without value:

1. the date there is a change in any Covered Person;
2. the date of commencement of annuity payments under an annuity payment option as described in the base contract;
3. the date the contract, to which the rider is attached, terminates;
4. the date of death of any Covered Person under the Single Life Option, or the date of death of the surviving Covered Person under the Spousal Life Option;
5. the date you assign your interests in the contract to which this rider is attached;
6. the date you assign any rights or interest in this rider to anyone without our prior written approval;
7. the date any death benefit is paid under the contract to which this rider is attached; or
8. the date the owner elects, in writing, to terminate or cancel the rider after the date of any Rider Fee Percentage increase.

PHL Variable Insurance Company

 [Signature]

[Secretary]



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**NURSING HOME WAIVER AMENDMENT**

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This amendment is attached to and made a part of the contract identified below. Except as stated in this amendment, it is subject to all of the provisions contained in the contract. The amendment becomes effective on the Issue Date.

**SPECIFICATIONS**

Owner:	[John Doe]
Contract Number:	[13000000]
Issue Date	[January 1, 2010]
Elimination Period:	[90 consecutive days]
Prior Confinement Period:	[1 Year period prior to the Issue Date]
Nursing Home Period:	[1 Year]
Request Period:	[2 Years]

The term “**Elimination Period**” means the minimum period of time which an Owner must be confined to a “Licensed Nursing Home” (as defined below) for the Nursing Home Waiver to be exercised.

**Nursing Home Waiver**

Prior to the Contract Maturity Date, you may take a withdrawal or surrender, adjusted by any applicable Market Value Adjustment, without a Surrender Charge, Premium Bonus Recapture Charge (if applicable) or recovery of the Non-Vested Premium Bonus (if applicable), provided that:

- a. more than the Nursing Home Period has elapsed since the Issue Date, and
- b. the surrender or withdrawal is requested within the Request Period of the Owner's admission into a Licensed Nursing Home Facility, and
- c. the Owner has been confined to a Licensed Nursing Home Facility for at least the preceding Elimination Period.
- d. the Owner was not confined to a Licensed Nursing Home Facility during the Prior Confinement Period.

A **Licensed Nursing Home Facility** is defined as a state licensed hospital or state licensed skilled or intermediate care nursing facility at which medical treatment is available on a daily basis. You must provide us with satisfactory evidence of confinement by written notice.

**Claim Procedure**

You must provide us with evidence of confinement satisfactory to us by written notice to be delivered at the offices of our company. Once we receive evidence of confinement, we will send you a claim form within 10 working days. After the claim form has been completed and returned to us and the claim approved, we will send the requested proceeds to you.

If you do not provide evidence of confinement satisfactory to us and the claim is denied, proceeds will not be disbursed until you are notified of the denial and provided with the opportunity to accept or reject the proceeds, reduced by any applicable Surrender Charges, Premium Bonus Recapture Charges (if applicable) and Non-Vested Premium Bonus (if applicable.)

**Termination**

Any of the following events will result in the termination of this benefit without prejudice towards any surrender charges waived while the benefit was in force:

- a.) the date the owner requests, in writing to terminate this amendment;
- b.) the date the contract to which this amendment is attached terminates.

**PHL Variable Insurance Company**

[ *John H. Beers* ]

**[Secretary]**



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**NURSING HOME WAIVER AMENDMENT**

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This amendment is attached to and made a part of the contract identified below. Except as stated in this amendment, it is subject to all of the provisions contained in the contract. The amendment becomes effective on the Issue Date.

**SPECIFICATIONS**

Owner:	[John Doe]
Contract Number:	[13000000]
Issue Date	[January 1, 2010]
Elimination Period:	[90 consecutive days]
Prior Confinement Period:	[1 Year period prior to the Issue Date]
Nursing Home Period:	[1 Year]
Request Period:	[2 Years]

The term “**Elimination Period**” means the minimum period of time which an Owner must be confined to a “Licensed Nursing Home” (as defined below) for the Nursing Home Waiver to be exercised.

**Nursing Home Waiver**

Prior to the Contract Maturity Date, you may take a withdrawal or surrender, adjusted by any applicable Market Value Adjustment, without a Surrender Charge, provided that:

- a. more than the Nursing Home Period has elapsed since the Issue Date, and
- b. the surrender or withdrawal is requested within the Request Period of the Owner's admission into a Licensed Nursing Home Facility, and
- c. the Owner has been confined to a Licensed Nursing Home Facility for at least the preceding Elimination Period.
- d. the Owner was not confined to a Licensed Nursing Home Facility during the Prior Confinement Period.

A **Licensed Nursing Home Facility** is defined as a state licensed hospital or state licensed skilled or intermediate care nursing facility at which medical treatment is available on a daily basis. You must provide us with satisfactory evidence of confinement by written notice.

**Claim Procedure**

You must provide us with evidence of confinement satisfactory to us by written notice to be delivered at the offices of our company. Once we receive evidence of confinement, we will send you a claim form within 10 working days. After the claim form has been completed and returned to us and the claim approved, we will send the requested proceeds to you.

If you do not provide evidence of confinement satisfactory to us and the claim is denied, proceeds will not be disbursed until you are notified of the denial and provided with the opportunity to accept or reject the proceeds, reduced by any applicable Surrender Charges.

**Termination**

Any of the following events will result in the termination of this benefit without prejudice towards any surrender charges waived while the benefit was in force:

- a.) the date the owner requests, in writing to terminate this amendment;
- b.) the date the contract to which this amendment is attached terminates.

**PHL Variable Insurance Company**

[ *John H. Beers* ]

**[Secretary]**



**TERMINAL ILLNESS WAIVER AMENDMENT**

This amendment is attached to and made a part of the contract identified below. Except as stated in this amendment, it is subject to all of the provisions contained in the contract. The amendment becomes effective on the Issue Date.

**SPECIFICATIONS**

Owner:	[John Doe]
Contract Number:	[13000000]
Issue Date	[January 1, 2010]
Terminal Illness Period:	[6 months]
Waiting Period:	[1 Year]

The term “**Terminal Illness Period**” means the time period within which the illness or condition is expected to result in the Owner’s death.

**Terminal Illness Waiver**

Prior to the Maturity Date, you may take a withdrawal or surrender, adjusted by any applicable Market Value Adjustment, without a Surrender Charge, Premium Bonus Recapture Charge (if applicable) or recovery of the Non-Vested Premium Bonus (if applicable), provided that:

1. more than the Waiting Period has elapsed since the Issue Date, and
2. we receive proof, satisfactory to us of the Owner’s Terminal Illness. If the Owner is a non-natural person, this waiver will be based on proof, satisfactory to use of the Annuitant’s Terminal Illness. Terminal Illness is defined as an illness or condition that is expected to result in the Owner’s death within the Terminal Illness Period, shown above.

A licensed physician, who is not the Owner or a member of the Owner’s family, must provide evidence satisfactory to us of the Owner’s Terminal Illness. We reserve the right to obtain a second medical opinion from a physician of our choosing at our expense. In the event of a discrepancy, the medical opinion of our physician will be controlling.

If a claim to exercise this waiver is denied by us, proceeds will not be disbursed until you are notified of the denial and provided with the opportunity to accept or reject the proceeds, reduced by any applicable Surrender Charges, Premium Bonus Recapture Charges (if applicable) and Non-Vested Premium Bonus (if applicable.)

**Termination**

Any of the following events will result in the termination of this benefit without prejudice towards any surrender charges waived while the benefit was in force:

- a.) the date the owner requests, in writing to terminate this amendment;
- b.) the date the contract to which this amendment is attached terminates.

**PHL Variable Insurance Company**

[ *John H. Beers* ]

**[Secretary]**



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**TERMINAL ILLNESS WAIVER AMENDMENT**

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This amendment is attached to and made a part of the contract identified below. Except as stated in this amendment, it is subject to all of the provisions contained in the contract. The amendment becomes effective on the Issue Date.

**SPECIFICATIONS**

Owner:	[John Doe]
Contract Number:	[13000000]
Issue Date	[January 1, 2010]
Terminal Illness Period:	[6 months]
Waiting Period:	[1 Year]

The term “**Terminal Illness Period**” means the time period within which the illness or condition is expected to result in the Owner’s death.

**Terminal Illness Waiver**

Prior to the Maturity Date, you may take a withdrawal or surrender, adjusted by any applicable Market Value Adjustment, without a Surrender Charge, provided that:

1. more than the Waiting Period has elapsed since the Issue Date, and
2. we receive proof, satisfactory to us of the Owner’s Terminal Illness. If the Owner is a non-natural person, this waiver will be based on proof, satisfactory to use of the Annuitant’s Terminal Illness. Terminal Illness is defined as an illness or condition that is expected to result in the Owner’s death within the Terminal Illness Period, shown above.

A licensed physician, who is not the Owner or a member of the Owner’s family, must provide evidence satisfactory to us of the Owner’s Terminal Illness. We reserve the right to obtain a second medical opinion from a physician of our choosing at our expense. In the event of a discrepancy, the medical opinion of our physician will be controlling.

If a claim to exercise this waiver is denied by us, proceeds will not be disbursed until you are notified of the denial and provided with the opportunity to accept or reject the proceeds, reduced by any applicable Surrender Charges.

**Termination**

Any of the following events will result in the termination of this benefit without prejudice towards any surrender charges waived while the benefit was in force:

- a.) the date the owner requests, in writing to terminate this amendment;
- b.) the date the contract to which this amendment is attached terminates.

**PHL Variable Insurance Company**

[ *John H. Beers* ]

**[Secretary]**



**MARKET VALUE ADJUSTMENT AMENDMENT**

This amendment is attached to and made a part of the contract identified below. Except as stated in this amendment, it is subject to all of the provisions contained in the contract. The amendment becomes effective on the Issue Date.

**SPECIFICATIONS**

Owner:	[John Doe]
Contract Number:	[13000000]
Issue Date	[January 1, 2010]

A Market Value Adjustment (“MVA”) is applied to withdrawals or upon surrender before the end of the surrender charge period. The MVA, which may be positive or negative, applies to all Accounts within the contract.

The MVA equals the Accumulation Value withdrawn or surrendered in excess of the Free Withdrawal Amount multiplied by:

$$((1+i)/(1+j))^{n/12} - 1$$

where:

i - is the Treasury Constant Maturity yield as published by the Federal Reserve for the maturity matching the duration of the surrender charge period as of the business day prior to the Contract Issue Date;

j - is the Treasury Constant Maturity yield as published by the Federal Reserve for the maturity matching the remaining years in the surrender charge period (fractional years rounded up to the next full year) as of the business day prior to the date of withdrawal or surrender;

n - is the number of complete months from the date of withdrawal or surrender to the end of the surrender charge period.

If a Treasury Constant Maturity yield for a particular maturity is not published, the yield will be interpolated between the yields for maturities that are published. If the Treasury Constant Maturity yields are no longer published, we will choose a suitable replacement, subject to any regulatory approvals, and provide you with notice accordingly.

A positive MVA will increase the amount withdrawn or surrendered. A negative MVA will decrease the amount withdrawn or surrendered.

Upon surrender, the MVA cannot decrease the Accumulation Value surrendered by more than the lesser of:

1. the excess of Accumulation Value over the Cumulative Premium, adjusted for prior gross withdrawals after MVA adjustment;
- or
2. the excess of Accumulation Value over the Total Guaranteed Value.

Upon surrender, the MVA cannot increase the Accumulation Value surrendered by more than the lesser of:

1. the excess of Accumulation Value over the Cumulative Premium, adjusted for prior gross withdrawals after MVA adjustment;
- or
2. the excess of Accumulation Value over the Total Guaranteed Value.

If the Total Guaranteed Value is greater than the Accumulation Value, then no MVA will be applied.

Upon withdrawal, the MVA cannot decrease the Accumulation Value withdrawn by more than the excess of Accumulation Value over the Cumulative Premium, adjusted for prior gross withdrawals after the MVA adjustment.

Upon withdrawal, the MVA cannot increase the Accumulation Value withdrawn by more than the excess of Accumulation Value over the Cumulative Premium, adjusted for prior gross withdrawals after the MVA adjustment.

The MVA is waived on the Free Withdrawal Amount and on death. The MVA is not waived when the Nursing Home or Terminal Illness waivers are exercised.

**PHL Variable Insurance Company**

[ *John H. Beers* ]

**[Secretary]**

SERFF Tracking Number: TPCI-126614914

State: Arkansas

Filing Company: PHL Variable Insurance Company

State Tracking Number: 459710

Company Tracking Number: 10FIA

TOI: A071 Individual Annuities - Special

Sub-TOI: A071.001 Equity Indexed

Product Name: Indexed Annuity

Project Name/Number: /

## Supporting Document Schedules

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachment:**

AR certifications - 10FIA.pdf

**Item Status:**

**Status**

**Date:**

**Bypassed - Item:** Application

**Bypass Reason:** Not applicable

**Comments:**

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Statement of Variability

**Comments:**

**Attachment:**

SOV - 10FIA et al \_6-9-10\_.pdf

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Equity Index Certification

**Comments:**

**Attachment:**

AR EIA certifications - 10FIA.pdf

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Hedging Certification

**Comments:**

**Attachment:**

SERFF Tracking Number: TPCI-126614914 State: Arkansas  
Filing Company: PHL Variable Insurance Company State Tracking Number: 459710  
Company Tracking Number: 10FIA  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: Indexed Annuity  
Project Name/Number: /  
AR EIA hedging certification - 10FIA.pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Reserve Certification

**Comments:**

**Attachment:**

AR EIA reserve certification - 10FIA.pdf

**ARKANSAS  
CERTIFICATION**

FORM NO.	<b>10FIA</b>
FORM TITLE	<b>Single Premium Deferred Fixed Indexed Annuity Contract</b>
FLESCH SCORE	<b>47.45</b>
FORM NO.	<b>10FIASPB</b>
FORM TITLE	<b>Single Premium Deferred Indexed Indexed Annuity Contract Schedule Pages</b>
FLESCH SCORE	<b>48.21</b>
FORM NO.	<b>10FIASPN</b>
FORM TITLE	<b>Single Premium Deferred Indexed Indexed Annuity Contract Schedule Pages</b>
FLESCH SCORE	<b>59.71</b>
FORM NO.	<b>10GLWB</b>
FORM TITLE	<b>Guaranteed Lifetime Withdrawal Benefit Rider</b>
FLESCH SCORE	<b>46.99</b>
FORM NO.	<b>10GLWBN</b>
FORM TITLE	<b>Guaranteed Lifetime Withdrawal Benefit Rider</b>
FLESCH SCORE	<b>46.79</b>
FORM NO.	<b>10NHW</b>
FORM TITLE	<b>Nursing Home Waiver Amendment</b>
FLESCH SCORE	<b>47.84</b>
FORM NO.	<b>10NHWN</b>
FORM TITLE	<b>Nursing Home Waiver Amendment</b>
FLESCH SCORE	<b>48.35</b>
FORM NO.	<b>10TIW*</b>
FORM TITLE	<b>Terminal Illness Waiver Amendment</b>
FLESCH SCORE	<b>47.22</b>
FORM NO.	<b>10TIWN</b>
FORM TITLE	<b>Terminal Illness Waiver Amendment</b>
FLESCH SCORE	<b>46.24</b>
FORM NO.	<b>10MVA</b>
FORM TITLE	<b>Market Value Adjustment Amendment</b>
FLESCH SCORE	<b>45.58</b>

\*This form was scored in conjunction with the base contract, form 10FIA

I hereby certify the following:

- To the best of my knowledge and belief, the above form(s) and submission comply with Reg. 19 and Reg. 49, as well as the other laws and regulations of the State of Arkansas.
- The attached forms comply with ACA 23-79-138 and Bulletin 11-88.

**PHL Variable Insurance Company**

Signature: Scott Zweig

Name: **Scott Zweig**

Title: **Compliance Consultant**

Date: **6/16/2010**

## Statement of Variability

### Form 10FIA

This Statement of Variability sets forth the variable information which will appear in brackets in form **10FIA (Contract)**. No change in variability will be made which in any way expands the scope of the wording being changed.

1. The number of days required for the right to return the contract in a replacement situation is bracketed to indicate that it may change depending on the requirements of the state where the contract is delivered. Should the state adopt new requirements for this number of days, the contract will reflect it accordingly.
2. The Company address, as well as the Customer Service telephone number, is bracketed to indicate that they may change in the future.
3. We have placed brackets around the Company officer signatures to indicate that the officer names may change in the future.

## Statement of Variability

### Form 10FIASPB

This Statement of Variability sets forth the variable information which will appear in brackets in form **10FIASPB (Bonus Schedule Pages)**. No change in variability will be made which in any way expands the scope of the wording being changed.

### Page 3 – 10FIASPB

**Owner:** The Owner's name will appear in this field.

**Oldest Owner's Age:** The current age of the oldest Owner will appear in this field

**Oldest Owner's Sex:** The oldest Owner's sex will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Initial Premium:** The initial premium payment made to the contract will appear in this field.

**Minimum Initial Premium:** The minimum amount that may be paid as a premium will appear in this field. Should we change this amount, it would be for new issues only and could range from \$5,000 to \$50,000.

**Maximum Initial Premium:** The maximum premium amount that may be paid into the contract will appear in this field. Should we change this amount, it would be for new issues only and could range from \$5,000 to \$50,000,000.

**Maximum Allowable Subsequent Deposits:** The maximum amount that may be paid into the contract as subsequent deposits will appear in this field. Should this value be equal to zero, no subsequent deposits will be accepted. Should we change this value, it would be for new issues only.

**Contract Issue Date:** The date the contract is issued and the date from which Contract Years are measured, will appear in this field.

**Contract Maturity Date:** The date determined by the latest of: (a) the Contract Anniversary nearest the oldest Annuitant's Maximum Annuitant Annuitization Age, or (b) the Contract Anniversary nearest the Oldest Owner's Maximum Owner Annuitization Age.

**Annuitant:** The name of the Annuitant will appear in this field.

**Annuitant Age:** The current age of the Annuitant will appear in this field.

**Annuitant Sex:** The sex of the Annuitant will appear in this field.

We have bracketed the next 3 fields referencing a Joint Annuitant since they will not appear if there is only an individual Annuitant.

**Joint Annuitant:** The name of the Joint Annuitant, if any, will appear in this field.

**Joint Annuitant Age:** The age of the Joint Annuitant, if any, will appear in this field.

**Joint Annuitant Sex:** The sex of the Joint Annuitant, if any, will appear in this field.

**Beneficiary:** A reference a later portion of the schedule pages will appear in this field.

**Maximum Annuitant Annuitization Age:** The maximum age of an Annuitant used in the determination of the maximum Maturity Date will appear in this field. Should we change this age, it would be for new issues only and could range from 80 to 115.

**Maximum Owner Annuitization Age:** The maximum age of an Owner used in the determination of the maximum Maturity Date will appear in this field. Should we change this age, it would be for new issues only and could range from 80 to 115.

**Annuitization Value Threshold:** The Contract Anniversary used to determine the Annuitization Value under the contract will appear in this field. Should we change it, it would be for new issues only and could range from the 1<sup>st</sup> Contract Anniversary to the 10<sup>th</sup> Contract Anniversary.

**Minimum Withdrawal Amount:** The minimum amount that may be withdrawn from the contract upon each withdrawal will appear in this field. Should we change this amount, it would be for new issues only and could range from \$0 to \$5,000. A Minimum Withdrawal Amount of \$0 would mean that there is no minimum amount.

**Minimum Allocation Percentage:** the minimum percentage of the total premium that can be allocated to any Account will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 100%. A Minimum Allocation Percentage of 0% would mean that there is no minimum percentage.

**Minimum Allocation Amount:** the minimum amount that must be allocated to any Account selected will appear in this field. Should we change this amount, it would be for new issues only and could range from \$0 to \$15,000. A Minimum Allocation Amount of \$0 would mean that there is no minimum amount.

**Minimum Remaining Accumulation Value:** the threshold value that will trigger a surrender if the Accumulation Value falls below it will appear in this field. Should we change this value, it would be for new issues only and could range from \$500 to \$25,000.

**Recovery Period:** the period of time prior to surrender that we will use to calculate Surrender Charges for previously taken Free Withdrawals will appear in this field. Should we change this, it would be for new issues only and could range from 0 to 5 years. A Recovery Period of zero would mean that we will not deduct Surrender Charges for previously taken Free Withdrawals.

**Free Withdrawal Amount Base:** the value used as the base for determining the free withdrawal amount will appear in this field. Should we change this, it would be for new issues only and could be either "Accumulation Value" or "Single Premium."

**Total Guaranteed Value Interest Rate:** the interest rate used in determining the Total Guaranteed Value will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 3%.

**Total Guaranteed Value Premium Factor:** the percentage used in determining the Total Guaranteed Value under this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 87.5% to 100%.

**Premium Bonus Qualification Period:** the period of time during which death of the Annuitant will result in the recapture of any Premium Bonus paid into the contract will appear in this field. Should we change this period of time it will be for new issues only and could range from 6 months to 5 years.

#### **Page 4 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Fixed Account Single Premium Allocation Percentage:** the percentage of the premium allocated to the Fixed Account at issue will appear in this field. This percentage is elected by the Owner at the time of application and could range from 0% to the Maximum Fixed Account Allocation Percentage (below.)

**Maximum Fixed Account Allocation Percentage:** the maximum percentage of the premium that can be allocated to the Fixed Account will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 100%. A Maximum Fixed Account Allocation Percentage of 0% would mean that money is not permitted to be allocated to the Fixed Account.

**Fixed Account Interest Rate:** the interest rate used in determining the growth of the Fixed Account will appear in this field. Should we change this percentage, it would be after the first Contract Year, and could range from the Guaranteed Minimum Fixed Account Interest Rate (below) to 15%.

**Guaranteed Minimum Fixed Account Interest Rate:** the guaranteed minimum interest rate for the Fixed Account will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 3%.

**Indexed Account Premium Allocation Summary:** the names and premium allocation percentages of any Indexed Accounts selected by the Owner on the Contract Issue Date will appear in this field. There may be as few as one and all Indexed Accounts available on the Contract Issue Date will appear, even if no premium was initially allocated to them.

#### **Page 5 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Point-to-Point Indexed Account – 1 Year S&P 500 A:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer.

Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

#### **Page 6 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Point-to-Point Indexed Account – 2 Year S&P 500:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

#### **Page 7 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Point-to-Point Indexed Account – 1 Year S&P 500 B:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

#### **Page 8 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Point-to-Point Indexed Account – 1 Year EURO STOXX:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Soft Landing Indexed Account – 5 Year S&P 500:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

### **Page 10 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Model Soft Landing Indexed Account – 5 Year Model C:**

The name of the Indexed Account will appear at the top of this table and may be changed for marketing purposes. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field. Each index is assigned a corresponding percentage at the time of issue that will not change over the course of the Segment Duration. The particular index names and associated percentages are bracketed to indicate that they may change. Should we change them, it would be for new issues only. The percentages could range from 0% to 100% and the indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer.

Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

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**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Model Soft Landing Indexed Account – 5 Year Model D:**

The name of the Indexed Account will appear at the top of this table and may be changed for marketing purposes. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field. Each index is assigned a corresponding percentage at the time of issue that will not change over the course of the Segment Duration. The particular index names and associated percentages are bracketed to indicate that they may change. Should we change them, it would be for new issues only. The percentages could range from 0% to 100% and the indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should

this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

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**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

### **Model Point-to-Point Indexed Account – 1 Year Model A:**

The name of the Indexed Account will appear at the top of this table and may be changed for marketing purposes. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field. Each index is assigned a corresponding percentage at the time of issue that will not change over the course of the Segment Duration. The particular index names and associated percentages are bracketed to indicate that they may change. Should we change them, it would be for new issues only. The percentages could range from 0% to 100% and the indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Model Point-to-Point Indexed Account – 1 Year Model E:**

The name of the Indexed Account will appear at the top of this table and may be changed for marketing purposes. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field. Each index is assigned a corresponding percentage at the time of issue that will not change over the course of the Segment Duration. The particular index names and associated percentages are bracketed to indicate that they may change. Should we change them, it would be for new issues only. The percentages could range from 0% to 100% and the indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

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**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Monthly Point-to-Point Indexed Account – 1 Year S&P 500:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

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**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Performance Trigger Indexed Account – 1 Year S&P 500:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

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**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Rainbow Point-to-Point Indexed Account – 1 Year Rainbow B:**

The name of the Indexed Account will appear at the top of this table and may be changed for marketing purposes. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field. Each index and each percentage is determined at the time of issue and will not change over the course of the Segment Duration. The index that performs the best over the Segment Duration will receive the highest percentage, the index that performs the second best will receive the second highest percentage and the index that performs the third best will receive the third highest percentage. The particular index names and associated percentages are bracketed to indicate that they may change. Should we change them, it would be for new issues only. The percentages could range from 0% to 100% and the indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

The percentages listed in the footnote are bracketed to indicate that they may change. Currently, the index that performs the best over the Segment Duration will receive the highest percentage, the index that performs the second best will receive the second highest percentage and the index that performs the third best will receive the third highest percentage. Should we change this, it would be for new issues only and the percentages could range from 0% to 100%.

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**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Rainbow Point-to-Point Indexed Account – 1 Year Rainbow F:**

The name of the Indexed Account will appear at the top of this table and may be changed for marketing purposes. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field. Each index and each percentage is determined at the time of issue and will not change over the course of the Segment Duration. The index that performs the best over the Segment Duration will receive the highest percentage, the index that performs the second best will receive the second highest percentage and the index that performs the third best will receive the third highest percentage. The particular index names and associated percentages are bracketed to indicate that they may change. Should we change them, it would be for new issues only. The percentages could range from 0% to 100% and the indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

The percentages listed in the footnote are bracketed to indicate that they may change. Currently, the index that performs the best over the Segment Duration will receive the highest percentage, the index that performs the second best will receive the second highest percentage and the index that performs the third best will receive the third highest percentage. Should we change this, it would be for new issues only and the percentages could range from 0% to 100%.

#### **Page 18 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Initial Premium:** The single premium payment made to the contract will appear in this field.

**Premium Bonus Percentage:** the Premium Bonus percentage applicable to this contract, if any, will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 40%. This percentage is only applied at the time of issue.

**Premium Bonus:** the amount of the premium bonus applied to the contract will appear in this field. This amount will be the result of multiplying the Premium Bonus Percentage (above) by the Single Premium (above).

#### **Page 19 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Page 20 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Page 21 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Page 22 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Vested Premium Bonus Schedule:** The percentage of the Premium Bonus that is vested and the number of years from which it will be measured will appear in this table. Should we change this amount of time or percentage it would be for new issues only and could range from 0 to 15 years and 0% to 100%.

**Page 23 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Premium Tax rate:** the percentage based tax rate applicable to each premium payment, if any, will appear in this field. This entire field is bracketed to indicate that if there is no tax charge, the field will not appear.

**Surrender Charge Schedule:** The percentages used in determining the appropriate surrender charge will appear in this table. Different schedules may be offered with different versions of the product. We may offer these varying surrender charge schedules concurrently. Should we change these years or percentages it would be for new issues of that version only and could range from 0 to 15 years and 0% to 25%.

**Free Withdrawal Amount Percentage Schedule:** The free withdrawal percentage based on completed contract years will appear in this table. Should we change these percentages, it would be for new issues only and they could range from 0% to 100%. A Free Withdrawal Amount Percentage of 0% would mean that there is no Free Withdrawal Amount. Should we change the number of years, it would be for new issues only and could range from zero to the length of the available surrender charge period.

**Page 24 – 10FIASPB**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Beneficiary:** The name of the Beneficiary, as specified by the Owner, will appear in this field.

## Statement of Variability

### Form 10FIASPN

This Statement of Variability sets forth the variable information which will appear in brackets in form **10FIASPN (Standard Schedule Pages)**. No change in variability will be made which in any way expands the scope of the wording being changed.

### Page 3 – 10FIASPN

**Owner:** The Owner's name will appear in this field.

**Oldest Owner's Age:** The current age of the oldest Owner will appear in this field

**Oldest Owner's Sex:** The oldest Owner's sex will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Initial Premium:** The initial premium payment made to the contract will appear in this field.

**Minimum Initial Premium:** The minimum amount that may be paid as a premium will appear in this field. Should we change this amount, it would be for new issues only and could range from \$5,000 to \$50,000.

**Maximum Initial Premium:** The maximum premium amount that may be paid into the contract will appear in this field. Should we change this amount, it would be for new issues only and could range from \$5,000 to \$50,000,000.

**Maximum Allowable Subsequent Deposits:** The maximum amount that may be paid into the contract as subsequent deposits will appear in this field. Should this value be equal to zero, no subsequent deposits will be accepted. Should we change this value, it would be for new issues only.

**Contract Issue Date:** The date the contract is issued and the date from which Contract Years are measured, will appear in this field.

**Contract Maturity Date:** The date determined by the latest of: (a) the Contract Anniversary nearest the oldest Annuitant's Maximum Annuitant Annuitization Age, or (b) the Contract Anniversary nearest the Oldest Owner's Maximum Owner Annuitization Age.

**Annuitant:** The name of the Annuitant will appear in this field.

**Annuitant Age:** The current age of the Annuitant will appear in this field.

**Annuitant Sex:** The sex of the Annuitant will appear in this field.

We have bracketed the next 3 fields referencing a Joint Annuitant since they will not appear if there is only an individual Annuitant.

**Joint Annuitant:** The name of the Joint Annuitant, if any, will appear in this field.

**Joint Annuitant Age:** The age of the Joint Annuitant, if any, will appear in this field.

**Joint Annuitant Sex:** The sex of the Joint Annuitant, if any, will appear in this field.

**Beneficiary:** A reference a later portion of the schedule pages will appear in this field.

**Maximum Annuitant Annuitization Age:** The maximum age of an Annuitant used in the determination of the maximum Maturity Date will appear in this field. Should we change this age, it would be for new issues only and could range from 80 to 115.

**Maximum Owner Annuitization Age:** The maximum age of an Owner used in the determination of the maximum Maturity Date will appear in this field. Should we change this age, it would be for new issues only and could range from 80 to 115.

**Annuitization Value Threshold:** The Contract Anniversary used to determine the Annuitization Value under the contract will appear in this field. Should we change it, it would be for new issues only and could range from the 1<sup>st</sup> Contract Anniversary to the 10<sup>th</sup> Contract Anniversary.

**Minimum Withdrawal Amount:** The minimum amount that may be withdrawn from the contract upon each withdrawal will appear in this field. Should we change this amount, it would be for new issues only and could range from \$0 to \$5,000. A Minimum Withdrawal Amount of \$0 would mean that there is no minimum amount.

**Minimum Allocation Percentage:** the minimum percentage of the total premium that can be allocated to any Account will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 100%. A Minimum Allocation Percentage of 0% would mean that there is no minimum percentage.

**Minimum Allocation Amount:** the minimum amount that must be allocated to any Account selected will appear in this field. Should we change this amount, it would be for new issues only and could range from \$0 to \$15,000. A Minimum Allocation Amount of \$0 would mean that there is no minimum amount.

**Minimum Remaining Accumulation Value:** the threshold value that will trigger a surrender if the Accumulation Value falls below it will appear in this field. Should we change this value, it would be for new issues only and could range from \$500 to \$25,000.

**Recovery Period:** the period of time prior to surrender that we will use to calculate Surrender Charges for previously taken Free Withdrawals will appear in this field. Should we change this, it would be for new issues only and could range from 0 to 5 years. A Recovery Period of zero would mean that we will not deduct Surrender Charges for previously taken Free Withdrawals.

**Free Withdrawal Amount Base:** the value used as the base for determining the free withdrawal amount will appear in this field. Should we change this, it would be for new issues only and could be either "Accumulation Value" or "Single Premium."

**Total Guaranteed Value Interest Rate:** the interest rate used in determining the Total Guaranteed Value will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 3%.

**Total Guaranteed Value Premium Factor:** the percentage used in determining the Total Guaranteed Value under this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 87.5% to 100%.

**Premium Bonus Qualification Period:** the period of time during which death of the Annuitant will result in the recapture of any Premium Bonus paid into the contract will appear in this field. Should we change this period of time it will be for new issues only and could range from 6 months to 5 years.

#### **Page 4 – 10FIASPN**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Fixed Account Single Premium Allocation Percentage:** the percentage of the premium allocated to the Fixed Account at issue will appear in this field. This percentage is elected by the Owner at the time of application and could range from 0% to the Maximum Fixed Account Allocation Percentage (below.)

**Maximum Fixed Account Allocation Percentage:** the maximum percentage of the premium that can be allocated to the Fixed Account will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 100%. A Maximum Fixed Account Allocation Percentage of 0% would mean that money is not permitted to be allocated to the Fixed Account.

**Fixed Account Interest Rate:** the interest rate used in determining the growth of the Fixed Account will appear in this field. Should we change this percentage, it would be after the first Contract Year, and could range from the Guaranteed Minimum Fixed Account Interest Rate (below) to 15%.

**Guaranteed Minimum Fixed Account Interest Rate:** the guaranteed minimum interest rate for the Fixed Account will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 3%.

**Indexed Account Premium Allocation Summary:** the names and premium allocation percentages of any Indexed Accounts selected by the Owner on the Contract Issue Date will appear in this field. There may be as few as one and all Indexed Accounts available on the Contract Issue Date will appear, even if no premium was initially allocated to them.

### **Page 5 – 10FIASPN**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Point-to-Point Indexed Account – 1 Year S&P 500 A:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer.

Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

#### **Page 6 – 10FIASPN**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Point-to-Point Indexed Account – 2 Year S&P 500:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

#### **Page 7 – 10FIASPN**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Point-to-Point Indexed Account – 1 Year S&P 500 B:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

#### **Page 8 – 10FIASPN**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Point-to-Point Indexed Account – 1 Year EURO STOXX:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Soft Landing Indexed Account – 5 Year S&P 500:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

### **Page 10 – 10FIASPN**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Model Soft Landing Indexed Account – 5 Year Model C:**

The name of the Indexed Account will appear at the top of this table and may be changed for marketing purposes. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field. Each index is assigned a corresponding percentage at the time of issue that will not change over the course of the Segment Duration. The particular index names and associated percentages are bracketed to indicate that they may change. Should we change them, it would be for new issues only. The percentages could range from 0% to 100% and the indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer.

Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

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**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Model Soft Landing Indexed Account – 5 Year Model D:**

The name of the Indexed Account will appear at the top of this table and may be changed for marketing purposes. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field. Each index is assigned a corresponding percentage at the time of issue that will not change over the course of the Segment Duration. The particular index names and associated percentages are bracketed to indicate that they may change. Should we change them, it would be for new issues only. The percentages could range from 0% to 100% and the indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should

this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

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**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

### **Model Point-to-Point Indexed Account – 1 Year Model A:**

The name of the Indexed Account will appear at the top of this table and may be changed for marketing purposes. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field. Each index is assigned a corresponding percentage at the time of issue that will not change over the course of the Segment Duration. The particular index names and associated percentages are bracketed to indicate that they may change. Should we change them, it would be for new issues only. The percentages could range from 0% to 100% and the indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Model Point-to-Point Indexed Account – 1 Year Model E:**

The name of the Indexed Account will appear at the top of this table and may be changed for marketing purposes. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field. Each index is assigned a corresponding percentage at the time of issue that will not change over the course of the Segment Duration. The particular index names and associated percentages are bracketed to indicate that they may change. Should we change them, it would be for new issues only. The percentages could range from 0% to 100% and the indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

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**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Monthly Point-to-Point Indexed Account – 1 Year S&P 500:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

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**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Performance Trigger Indexed Account – 1 Year S&P 500:**

The name of the Indexed Account will appear at the top of this table and the name of the particular index may vary based on availability. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

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**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

#### **Rainbow Point-to-Point Indexed Account – 1 Year Rainbow B:**

The name of the Indexed Account will appear at the top of this table and may be changed for marketing purposes. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field. Each index and each percentage is determined at the time of issue and will not change over the course of the Segment Duration. The index that performs the best over the Segment Duration will receive the highest percentage, the index that performs the second best will receive the second highest percentage and the index that performs the third best will receive the third highest percentage. The particular index names and associated percentages are bracketed to indicate that they may change. Should we change them, it would be for new issues only. The percentages could range from 0% to 100% and the indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

The percentages listed in the footnote are bracketed to indicate that they may change. Currently, the index that performs the best over the Segment Duration will receive the highest percentage, the index that performs the second best will receive the second highest percentage and the index that performs the third best will receive the third highest percentage. Should we change this, it would be for new issues only and the percentages could range from 0% to 100%.

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Rainbow Point-to-Point Indexed Account – 1 Year Rainbow F:**

The name of the Indexed Account will appear at the top of this table and may be changed for marketing purposes. As long as this Indexed Account is available, this particular schedule page will appear. Should this Indexed Account no longer be available, this particular schedule page will no longer appear.

**Index or Model:** the name of the Index or Model will appear in this field. Each index and each percentage is determined at the time of issue and will not change over the course of the Segment Duration. The index that performs the best over the Segment Duration will receive the highest percentage, the index that performs the second best will receive the second highest percentage and the index that performs the third best will receive the third highest percentage. The particular index names and associated percentages are bracketed to indicate that they may change. Should we change them, it would be for new issues only. The percentages could range from 0% to 100% and the indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

**Segment Duration:** the length of the segment applicable to this Indexed Account will appear in this field and could range from 1 to 5 years.

**Premium Allocation:** the percentage of the premium allocated to this particular Indexed Account will appear in this field. This allocation percentage is elected by the Owner at the time of application and could range from 0% to 100%.

**Segment Maturity Date:** the date that this Segment matures will appear in this field. If this indexed account is not selected, N/A will appear in this field

**Soft Landing Duration:** if applicable with this Indexed Account, the length of the Soft Landing period will appear in this field and could range from 6 months to 24 months. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Cap:** the current index credit cap will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Index Spread:** the current index credit spread will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Participation Rate:** the current participation rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Trigger Rate:** the current performance trigger rate will appear in this field. This percentage is guaranteed only for the duration of the Indexed Account Segment selected at issue and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Index Credit:** the minimum index credit that can be applied to the contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 10%.

**Guaranteed Minimum Index Cap:** the minimum index credit cap that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Maximum Index Spread:** the maximum index spread that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Participation Rate:** the minimum participation rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

**Guaranteed Minimum Trigger Rate:** the minimum trigger rate that can be applied to this contract will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 20%. If this feature is not applicable with this Indexed Account, N/A will appear in this field.

The percentages listed in the footnote are bracketed to indicate that they may change. Currently, the index that performs the best over the Segment Duration will receive the highest percentage, the index that performs the second best will receive the second highest percentage and the index that performs the third best will receive the third highest percentage. Should we change this, it would be for new issues only and the percentages could range from 0% to 100%.

#### **Page 18 – 10FIASPN**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Premium Tax rate:** the percentage based tax rate applicable to each premium payment, if any, will appear in this field. This entire field is bracketed to indicate that if there is no tax charge, the field will not appear.

**Surrender Charge Schedule:** The percentages used in determining the appropriate surrender charge will appear in this table. Different schedules may be offered with different versions of the product. We may offer these varying surrender charge schedules concurrently. Should we change these years or percentages it would be for new issues of that version only and could range from 0 to 15 years and 0% to 25%.

**Free Withdrawal Amount Percentage Schedule:** The free withdrawal percentage based on completed contract years will appear in this table. Should we change these percentages, it would be for new issues only and they could range from 0% to 100%. A Free Withdrawal Amount Percentage of 0% would mean that there is no Free Withdrawal Amount. Should we change the number of years, it would be for new issues only and could range from zero to the length of the available surrender charge period.

#### **Page 19 – 10FIASPN**

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Beneficiary:** The name of the Beneficiary, as specified by the Owner, will appear in this field.

## Statement of Variability

### Form 10GLWB

This Statement of Variability sets forth the variable information which will appear in brackets in form **10GLWB (Guaranteed Lifetime Withdrawal Benefit Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

**Contract Number:** The unique number for each contract will appear in this field.

**Rider Issue Date:** The date the rider is issued will appear in this field.

**GLWB Earliest Exercise Date:** The first date that the rider may be exercised will appear in this field. Should we change this date, it would be for new issues only.

**Rider Option:** The option the Owner chooses would appear in this field. They may choose either the Single Life Option or the Spousal Life Option.

**Rider Fee Percentage:** The percentage in effect on the Rider Issue Date, used to determine the rider fee, will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 2.00%.

In the event that the Rider Fee Percentage varies by age, a table showing the age breakpoints and applicable fee percentages will appear. The ages are bracketed to indicate that they may change. Should we change them, it would be for new issues only and could range from 50 to 75 years of age. We reserve the right to show either a single fee or this table.

<b>[Age of the Youngest Covered Person on the Rider Issue Date]</b>	<b>[Rider Fee Percentage]</b>
[Less than 65	0.60%
65 or Older	0.65%]

**Maximum Rider Fee Percentage:** The maximum possible percentage used to determine the rider fee will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0.50% to 5.00%.

**Earliest Rider Fee Percentage Increase Date:** the earliest possible date that the rider fee percentage may be increased will appear in this field. Should we change this date, it would be for new issues only and could range from the first Rider Anniversary to the Maximum Maturity Date under the attached contract.

**GMDB Factor:** the factor used in calculating the Enhanced Death Benefit will appear in this field. Should we change this factor, it would be for new issues only and could range from 0 to 10.

**GMDB Maximum Age:** the age at which the Enhanced Death Benefit is reduced to zero will appear in this field. Should we change this factor, it would be for new issues only and could range from 35 to 115.

**GLWB Primary Multiplier:** the multiplier used in calculating the Enhanced Death Benefit provided by this rider will appear in this field. Should we change this value, it would be for new issues only and could range from 1 to 100.

**GLWB Secondary Multiplier:** the multiplier used in calculating the Enhanced Death Benefit provided by this rider will appear in this field. Should we change this value, it would be for new issues only and could range from 1 to 100.

**Benefit Base Calculation Percentage:** The duration based percentages used to determine the Benefit Base will appear in this table. Should we change the durations, it would be for new issues only and they could range from 1 to 35 years. As a result of duration changes or groupings, additional rows may be added or deleted from this table. Should we change the percentages, it would be for new issues only and they could range from 50% to 500%.

Note: the last cell in the "Rider Year" column contains a variable "t" used to represent additional incremental years. The purpose of this is to illustrate the point at which the Benefit Base Calculation Percentage will change to incorporate the simple or compound interest formula listed in the adjacent column. While the rider form indicates that "t = 1, 2, 3, 4, 5..." that string of numbers is intended to continue indefinitely..

The text in the final row of the Benefit Base Calculation Percentage column is bracketed to indicate that depending on the method of interest calculation is used, the language may change. If the method used is simple interest, the following will appear:

"The Benefit Base Calculation Percentage in the Prior Rider Year plus the applicable Effective Growth Rate Percentage for the current Rider Year."

If the method used is compound interest, the following paragraph will appear:

"The Benefit Base Calculation Percentage in the Prior Rider Year multiplied by one plus the applicable Effective Growth Rate Percentage for the current Rider Year."

Presently, we intend to use compound interest. At no time will both paragraphs appear together. Should we change this, it would be for new issues only.

**Effective Growth Rate Percentage:** the duration based percentages used in calculating the Benefit Base after the Effective Growth Rate Start Date will appear in this table. Should we change these durations, it would be for new issues only and could range from 1 to 55. As a result of duration changes and/or groupings, additional rows may be added or deleted from this table. Should these percentages it would be for new issues only and could range from 0% to 15%.

**Annual Benefit Percentage:** The table used to determine the benefit percentage will appear in this field. It will be either the single life table or the spousal life table, depending on which option the Owner chooses. The age could range from 40 to 95 years and the percentages could range from 0% to 10%. Should we change this, it would be for new issues only. As the result of age changes or groupings, additional rows may be added or deleted from this table.

**Death Benefit Roll-Up Percentage:** The table used to determine the Enhanced Death Benefit will appear in this field. The ages could range from 40 to 95 years and the percentages could range from 0% to 15%. Should we change this, it would be for new issues only. As the result of age changes or groupings, additional rows may be added or deleted from this table.

We have placed brackets around the Company officer signatures to indicate that the officer names may change in the future.

## Statement of Variability

### Form 10GLWBN

This Statement of Variability sets forth the variable information which will appear in brackets in form **10GLWBN (Guaranteed Lifetime Withdrawal Benefit Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

**Contract Number:** The unique number for each contract will appear in this field.

**Rider Issue Date:** The date the rider is issued will appear in this field.

**GLWB Earliest Exercise Date:** The first date that the rider may be exercised will appear in this field. Should we change this date, it would be for new issues only..

**Rider Option:** The option the Owner chooses would appear in this field. They may choose either the Single Life Option or the Spousal Life Option.

**Rider Fee Percentage:** The percentage in effect on the Rider Issue Date, used to determine the rider fee, will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 2.00%.

In the event that the Rider Fee Percentage varies by age, a table showing the age breakpoints and applicable fee percentages will appear. The ages are bracketed to indicate that they may change. Should we change them, it would be for new issues only and could range from 50 to 75 years of age. We reserve the right to show either a single fee or this table.

<b>[Age of the Youngest Covered Person on the Rider Issue Date]</b>	<b>[Rider Fee Percentage]</b>
[Less than 65	0.60%
65 or Older	0.65%]

**Maximum Rider Fee Percentage:** The maximum possible percentage used to determine the rider fee will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0.50% to 5.00%.

**Earliest Rider Fee Percentage Increase Date:** the earliest possible date that the rider fee percentage may be increased will appear in this field. Should we change this date, it would be for new issues only and could range from the first Rider Anniversary to the Maximum Maturity Date under the attached contract.

**GMDB Factor:** the factor used in calculating the Enhanced Death Benefit will appear in this field. Should we change this factor, it would be for new issues only and could range from 0 to 10.

**GMDB Maximum Age:** the age at which the Enhanced Death Benefit is reduced to zero will appear in this field. Should we change this factor, it would be for new issues only and could range from 35 to 115.

**GLWB Primary Multiplier:** the multiplier used in calculating the Enhanced Death Benefit provided by this rider will appear in this field. Should we change this value, it would be for new issues only and could range from 1 to 100.

**GLWB Secondary Multiplier:** the multiplier used in calculating the Enhanced Death Benefit provided by this rider will appear in this field. Should we change this value, it would be for new issues only and could range from 1 to 100.

**Benefit Base Calculation Percentage:** The duration based percentages used to determine the Benefit Base will appear in this table. Should we change the durations, it would be for new issues only and they could range from 1 to 35 years. As a result of duration changes or groupings, additional rows may be added or deleted from this table. Should we change the percentages, it would be for new issues only and they could range from 50% to 500%.

Note: the last cell in the “Rider Year” column contains a variable “t” used to represent additional incremental years. The purpose of this is to illustrate the point at which the Benefit Base Calculation Percentage will change to incorporate the simple or compound interest formula listed in the adjacent column. While the rider form indicates that “t = 1, 2, 3, 4, 5...” that string of numbers is intended to continue indefinitely.

The text in the final row of the Benefit Base Calculation Percentage column is bracketed to indicate that depending on the method of interest calculation is used, the language may change. If the method used is simple interest, the following will appear:

“The Benefit Base Calculation Percentage in the Prior Rider Year plus the applicable Effective Growth Rate Percentage for the current Rider Year.”

If the method used is compound interest, the following paragraph will appear:

“The Benefit Base Calculation Percentage in the Prior Rider Year multiplied by one plus the applicable Effective Growth Rate Percentage for the current Rider Year.”

Presently, we intend to use compound interest. At no time will both paragraphs appear together. Should we change this, it would be for new issues only.

**Effective Growth Rate Percentage:** the duration based percentages used in calculating the Benefit Base after the Effective Growth Rate Start Date will appear in this table. Should we change these durations, it would be for new issues only and could range from 1 to 55. As a result of duration changes and/or groupings, additional rows may be added or deleted from this table. Should these percentages it would be for new issues only and could range from 0% to 15%.

**Annual Benefit Percentage:** The table used to determine the benefit percentage will appear in this field. It will be either the single life table or the spousal life table, depending on which option the Owner chooses. The age could range from 40 to 95 years and the percentages could range from 0% to 10%. Should we change this, it would be for new issues only. As the result of age changes or groupings, additional rows may be added or deleted from this table.

**Death Benefit Roll-Up Percentage:** The table used to determine the Enhanced Death Benefit will appear in this field. The ages could range from 40 to 95 years and the percentages could range from 0% to 15%. Should we change this, it would be for new issues only. As the result of age changes or groupings, additional rows may be added or deleted from this table.

We have placed brackets around the Company officer signatures to indicate that the officer names may change in the future.

## Statement of Variability

### Form 10MVA

This Statement of Variability sets forth the variable information which will appear in brackets in form **10MVA (Market Value Adjustment Amendment)**. No change in variability will be made which in any way expands the scope of the wording being changed.

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Issue Date:** the date the rider is issued will appear in this field.

We have placed brackets around the Company officer signatures to indicate that the officer names may change in the future.

## Statement of Variability

### Form 10NHW

This Statement of Variability sets forth the variable information which will appear in brackets in form **10NHW (Nursing Home Waiver Amendment)**. No change in variability will be made which in any way expands the scope of the wording being changed.

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Issue Date:** the date the rider is issued will appear in this field.

**Elimination Period:** The minimum period of time, in days, which an Owner must be confined to a Licensed Nursing Home for the Nursing Home Waiver to be exercised will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 0 to 365 days.

**Prior Confinement Period:** the period of time prior to the Issue Date which an Owner must not have been confined to a Licensed Nursing Home in order to be eligible for the Nursing Home Waiver will appear in this field. Should we change this length of time, it would be for new issues only and could range from 30 days to 5 years.

**Nursing Home Period:** the length of time which must elapse from the Issue Date in order to be eligible to exercise the Nursing Home Waiver will appear in this field. Should we change this length of time, it would be for new issues only and could range from 6 months to 5 years.

**Request Period:** the length of time, measured from the Owner's admission into the Licensed Nursing Home Facility, within which the request to exercise the benefit must be submitted to the Company will appear in this field. Should we change this length of time, it would be for new issues only and could range from 6 months to 5 years.

We have placed brackets around the Company officer signatures to indicate that the officer names may change in the future.

## Statement of Variability

### Form 10NHWN

This Statement of Variability sets forth the variable information which will appear in brackets in form **10NHWN (Nursing Home Waiver Amendment)**. No change in variability will be made which in any way expands the scope of the wording being changed.

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Issue Date:** the date the rider is issued will appear in this field.

**Elimination Period:** The minimum period of time, in days, which an Owner must be confined to a Licensed Nursing Home for the Nursing Home Waiver to be exercised will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 0 to 365 days.

**Prior Confinement Period:** the period of time prior to the Issue Date which an Owner must not have been confined to a Licensed Nursing Home in order to be eligible for the Nursing Home Waiver will appear in this field. Should we change this length of time, it would be for new issues only and could range from 30 days to 5 years.

**Nursing Home Period:** the length of time which must elapse from the Issue Date in order to be eligible to exercise the Nursing Home Waiver will appear in this field. Should we change this length of time, it would be for new issues only and could range from 6 months to 5 years.

**Request Period:** the length of time, measured from the Owner's admission into the Licensed Nursing Home Facility, within which the request to exercise the benefit must be submitted to the Company will appear in this field. Should we change this length of time, it would be for new issues only and could range from 6 months to 5 years.

We have placed brackets around the Company officer signatures to indicate that the officer names may change in the future.

## Statement of Variability

### Form 10TIW

This Statement of Variability sets forth the variable information which will appear in brackets in form **10TIW (Terminal Illness Waiver Amendment)**. No change in variability will be made which in any way expands the scope of the wording being changed.

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Issue Date:** the date the rider is issued will appear in this field.

**Terminal Illness Period:** The length of the Terminal Illness Period, will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 1 month to 36 months.

**Waiting Period:** the length of time which must elapse from the Issue Date in order to be eligible to exercise the Terminal Illness Waiver will appear in this field. Should we change this length of time, it would be for new issues only and could range from 6 months to 5 years.

We have placed brackets around the Company officer signatures to indicate that the officer names may change in the future.

## Statement of Variability

### Form 10TIWN

This Statement of Variability sets forth the variable information which will appear in brackets in form **10TIWN (Terminal Illness Waiver Amendment)**. No change in variability will be made which in any way expands the scope of the wording being changed.

**Owner:** The Owner's name will appear in this field.

**Contract Number:** The unique number for each contract will appear in this field.

**Issue Date:** the date the rider is issued will appear in this field.

**Terminal Illness Period:** The length of the Terminal Illness Period, will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 1 month to 36 months.

**Waiting Period:** the length of time which must elapse from the Issue Date in order to be eligible to exercise the Terminal Illness Waiver will appear in this field. Should we change this length of time, it would be for new issues only and could range from 6 months to 5 years.

We have placed brackets around the Company officer signatures to indicate that the officer names may change in the future.

**ARKANSAS  
CERTIFICATION**

FORM NO.	<b>10FIA</b>
FORM TITLE	<b>Single Premium Deferred Fixed Indexed Annuity Contract</b>
FORM NO.	<b>10FIASPB</b>
FORM TITLE	<b>Single Premium Deferred Indexed Indexed Annuity Contract Schedule Pages</b>
FORM NO.	<b>10FIASPN</b>
FORM TITLE	<b>Single Premium Deferred Indexed Indexed Annuity Contract Schedule Pages</b>
FORM NO.	<b>10GLWB</b>
FORM TITLE	<b>Guaranteed Lifetime Withdrawal Benefit Rider</b>
FORM NO.	<b>10GLWBN</b>
FORM TITLE	<b>Guaranteed Lifetime Withdrawal Benefit Rider</b>
FORM NO.	<b>10NHW</b>
FORM TITLE	<b>Nursing Home Waiver Amendment</b>
FORM NO.	<b>10NHWN</b>
FORM TITLE	<b>Nursing Home Waiver Amendment</b>
FORM NO.	<b>10TIW</b>
FORM TITLE	<b>Terminal Illness Waiver Amendment</b>
FORM NO.	<b>10TIWN</b>
FORM TITLE	<b>Terminal Illness Waiver Amendment</b>
FORM NO.	<b>10MVA</b>
FORM TITLE	<b>Market Value Adjustment Amendment</b>

I hereby certify the following:

To the best of my knowledge and belief:

- the above form(s) and submission complies with the External Indexed Contract Guidelines;
- the disclosure document is not deceptive, confusing or misleading and contains at least the items referenced in the "Disclosure and Advertising" section of the guidelines;
- this contract will not be solicited by any person who is not trained and qualified;

**PHL Variable Insurance Company**

Signature: 

Name: **Jeanie Gagnon**  
Title: **Second Vice President, SEC & State Compliance**  
Date: **6/16/2010**

**ARKANSAS  
CERTIFICATION**

FORM NO.	<b>10FIA</b>
FORM TITLE	<b>Single Premium Deferred Fixed Indexed Annuity Contract</b>
FORM NO.	<b>10FIASPB</b>
FORM TITLE	<b>Single Premium Deferred Indexed Indexed Annuity Contract Schedule Pages</b>
FORM NO.	<b>10FIASPN</b>
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FORM NO.	<b>10GLWBN</b>
FORM TITLE	<b>Guaranteed Lifetime Withdrawal Benefit Rider</b>
FORM NO.	<b>10NHW</b>
FORM TITLE	<b>Nursing Home Waiver Amendment</b>
FORM NO.	<b>10NHWN</b>
FORM TITLE	<b>Nursing Home Waiver Amendment</b>
FORM NO.	<b>10TIW</b>
FORM TITLE	<b>Terminal Illness Waiver Amendment</b>
FORM NO.	<b>10TIWN</b>
FORM TITLE	<b>Terminal Illness Waiver Amendment</b>
FORM NO.	<b>10MVA</b>
FORM TITLE	<b>Market Value Adjustment Amendment</b>

I hereby certify the following:

To the best of my knowledge and belief:

- The company will establish and maintain a detailed file defining the system for hedging.

**PHL Variable Insurance Company**

Signature:   
Name: **Zhisheng Zhou,**  
Title: **Assistant Vice President**  
Date: **6/16/2010**

**ARKANSAS  
CERTIFICATION**

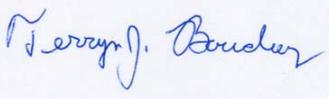
FORM NO.	<b>10FIA</b>
FORM TITLE	<b>Single Premium Deferred Fixed Indexed Annuity Contract</b>
FORM NO.	<b>10FIASPB</b>
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FORM NO.	<b>10NHW</b>
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FORM NO.	<b>10NHWN</b>
FORM TITLE	<b>Nursing Home Waiver Amendment</b>
FORM NO.	<b>10TIW</b>
FORM TITLE	<b>Terminal Illness Waiver Amendment</b>
FORM NO.	<b>10TIWN</b>
FORM TITLE	<b>Terminal Illness Waiver Amendment</b>
FORM NO.	<b>10MVA</b>
FORM TITLE	<b>Market Value Adjustment Amendment</b>

I hereby certify the following:

To the best of my knowledge and belief:

- The company will address external-indexed contracts separately in the annual actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how developed;

**PHL Variable Insurance Company**

Signature: 

Name: **Terryn J. Boucher, FSA, MAAA**  
Title: **Second Vice President and Actuary**  
Date: **6/16/2010**

SERFF Tracking Number: TPCI-126614914 State: Arkansas  
 Filing Company: PHL Variable Insurance Company State Tracking Number: 459710  
 Company Tracking Number: 10FIA  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: Indexed Annuity  
 Project Name/Number: /

## 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)
06/16/2010	Form	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages	08/03/2010	10FIASPB 6-8-10 _bonus_ FINAL.pdf (Superseded)
06/16/2010	Form	Single Premium Deferred Fixed Indexed Annuity Contract Schedule Pages	08/03/2010	10FIASPN 6-7-10 _NON bonus_ FINAL.pdf (Superseded)

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**SECTION 1: SCHEDULE PAGES**

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Owner:	[John Doe]
Oldest Owner's Age:	[65]
Oldest Owner's Sex:	[Male]
Contract Number:	[13000000]
Initial Premium:	[\$75,000]
Minimum Initial Premium:	[\$15,000]
Maximum Initial Premium:	[\$1,000,000]
Maximum Allowable Subsequent Deposits:	[\$31,250]
Contract Issue Date:	[February 1, 2010]
Contract Maturity Date:	[February 1, 2060]
Annuitant:	[John Doe]
Annuitant's Age:	[65]
Annuitant's Sex:	[Male]
[Joint Annuitant:	[Jane Doe]
Joint Annuitant's Age:	[65]
Joint Annuitant's Sex:	[Female]]
Beneficiary:	[As specified later in this Section 1]
Maximum Annuitant Annuitization Age**:	[95]
Maximum Owner Annuitization Age**:	[95]
Annuitization Value Threshold**:	[5 <sup>th</sup> Contract Anniversary]
Minimum Withdrawal Amount**:	[\$500]
Minimum Allocation Percentage** (any account):	[10%]
Minimum Allocation Amount**:	[\$2,000]
Minimum Remaining Accumulation Value**:	[\$2,000]
Recovery Period**:	[12 months]
Free Withdrawal Amount Base**:	[Accumulation Value]
Total Guaranteed Value Interest Rate**:	[1.00%]
Total Guaranteed Value Premium Factor**:	[87.5%]
Premium Bonus Qualification Period**:	[First 3 Contract Years]

\*\* These rates and values are guaranteed for the life of the contract.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**FIXED ACCOUNT INFORMATION**

Fixed Account Initial Premium Allocation Percentage: [10%]  
Maximum Fixed Account Allocation Percentage\*\*: [100%]  
Fixed Account Interest Rate\*: [4.00%]  
Guaranteed Minimum Fixed Account Interest Rate\*\*: [1.00%]

\* This rate is guaranteed only for the first Contract Year.

\*\* These rates and values are guaranteed for the life of the contract.

**INDEXED ACCOUNT PREMIUM ALLOCATION SUMMARY**

[[Point-to-Point Indexed Acct – Safety Growth Strategy]: [10%]  
[Point-to-Point Indexed Acct – Safety Growth Strategy 2]: [10%]  
[Monthly Point-to-Point Indexed Acct – Monthly Cap Strat]: [70%]  
[Point-to-Point Indexed Account – 1 Year EURO STOXX]: [0%]  
[Soft Landing Indexed Account – 5 Year S&P 500]: [0%]  
[Model Soft Landing Indexed Account – 5 Year Model C]: [0%]  
[Model Soft Landing Indexed Account – 5 Year Model D]: [0%]  
[Model Point-to-Point Indexed Account – 1 Year Model A]: [0%]  
[Model Point-to-Point Indexed Account – 1 Year Model E]: [0%]  
[Monthly Point-to-Point Indexed Account – 1 Year S&P 500]: [0%]  
[Performance Trigger Indexed Account – 1 Year S&P 500]: [0%]  
[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow B]: [0%]  
[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow F]: [0%]]

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS****[Point-to-Point Indexed Acct – Safety Growth Strategy]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[10%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[8.00%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Point-to-Point Indexed Acct – Safety Growth Strategy 2]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[2 Year]
<b>Premium Allocation</b>	[10%]
<b>Segment Maturity Date*</b>	[2/1/2012]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[99,999%]
<b>Index Spread*</b>	[9.00%]
<b>Participation Rate*</b>	[80%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[1.00%]
<b>Guaranteed Minimum Index Cap</b>	[999%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[60%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Monthly Point-to-Point Indexed Acct – Monthly Cap Strat]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[70%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.00%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Point-to-Point Indexed Account – 1 Year EURO STOXX]**

<b>Index or Model</b>	<b>[EURO STOXX]</b>
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.00%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Soft Landing Indexed Account – 5 Year S&P 500]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[5 Years]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2015]
<b>Soft Landing Duration</b>	[6 months]
<b>Index Cap*</b>	[80%]
<b>Index Spread*</b>	[10%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[20%]
<b>Guaranteed Maximum Index Spread</b>	[50%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Soft Landing Indexed Account – 5 Year Model C]**

Index or Model	*Model C: [[50%] [S&P 500], [25%] [DJIA], [25%] [FTSE]]
<b>Segment Duration</b>	[5 Years]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2015]
<b>Soft Landing Duration</b>	[6 months]
<b>Index Cap*</b>	[99,999%]
<b>Index Spread*</b>	[20%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[99.999%]
<b>Guaranteed Maximum Index Spread</b>	[50%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Soft Landing Indexed Account – 5 Year Model D]**

Index or Model	*Model D: [[50%] [S&P 500], [25%] [DJIA], [25%] [EURO STOXX]]
<b>Segment Duration</b>	[5 Years]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[6 months]
<b>Index Cap*</b>	[99,999%]
<b>Index Spread*</b>	[20%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[99.999%]
<b>Guaranteed Maximum Index Spread</b>	[50%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Point-to-Point Indexed Account – 1 Year Model A]**

Index or Model	*Model A: [[50%] [S&P 500], [25%] [DJIA], [25%] [FTSE]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.75%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Point-to-Point Indexed Account – 1 Year Model E]**

Index or Model	*Model E: [[50%] [S&P 500], [25%] [DJIA], [25%] [EURO STOXX]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.75%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Monthly Point-to-Point Indexed Account – 1 Year S&P 500]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[3.00%]
<b>Index Spread*</b>	[1.0%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[1%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Performance Trigger Indexed Account – 1 Year S&P 500]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[N/A]
<b>Index Spread*</b>	[N/A]
<b>Participation Rate*</b>	[N/A]
<b>Trigger Rate*</b>	[5.00%]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[N/A]
<b>Guaranteed Maximum Index Spread</b>	[N/A]
<b>Guaranteed Minimum Participation Rate</b>	[N/A]
<b>Guaranteed Minimum Trigger Rate</b>	[3.00%]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon re-allocation.

**SECTION 1: SCHEDULE PAGES (Cont'd)**

Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow B]**

<b>Index or Model</b>	Rainbow Model B**: [[S&P 500], [Russell 2000], [EURO STOXX]; 1 <sup>st</sup> = [50%], 2 <sup>nd</sup> = [30%], 3 <sup>rd</sup> = [20%]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[5.50%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

\*\*The component index with the highest Index Growth will be weighted at [50%]. The component index with the second highest Index Growth will be weighted at [30%]. The component index with the lowest Index Growth will be weighted at [20%].

**SECTION 1: SCHEDULE PAGES (Cont'd)**

Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow F]**

<b>Index or Model</b>	Rainbow Model F**: [[S&P 500], [Russell 2000], [FTSE]; 1 <sup>st</sup> = [50%], 2 <sup>nd</sup> = [30%], 3 <sup>rd</sup> = [20%]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[5.50%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

\*\*The component index with the highest Index Growth will be weighted at [50%]. The component index with the second highest Index Growth will be weighted at [30%]. The component index with the lowest Index Growth will be weighted at [20%].

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**PREMIUM BONUS**

Initial Premium: [\$100,000]  
Premium Bonus Percentage: [8.00%]  
<sup>1</sup>Premium Bonus: [\$8,000]

**<sup>1</sup>Premium Bonus**

The Premium Bonus is the amount calculated and credited to the Account Value on the date any premium is applied to the contract. The Premium Bonus is determined by multiplying the amount of the premium by the applicable Premium Bonus Percentage shown on the Schedule Pages. The Premium Bonus is not considered premium, so it is not included in the amount refunded during the Right to Return This Contract period. The Non-Vested Premium Bonus will be recovered on surrender, withdrawals in excess of the Free Withdrawal Amount and death benefits paid during the Premium Bonus Qualification Period, unless the Spousal Continuation option is in effect. The Non-Vested Premium Bonus is calculated in accordance with the Vested Premium Bonus Schedule shown on the Schedule Pages.

The following definitions are added to those listed in **Section 2: Definitions**

The term “**Premium Bonus Percentage**” is added and refers to the percentage used in calculating the Premium Bonus.

The term “**Premium Bonus**” is added and means the amount that will be credited to the Account Value on the Contract Issue Date and on the date of any subsequent deposits. For further details see Section 5.

The following definitions replace those listed in **Section 2: Definitions**

The term “**Account Value**” means the value available in each Account, including any Premium Bonus and amounts credited, less any withdrawals and reallocations from each Account.

The term “**Annuitization Value**” is the value available upon annuitization. If you elect to annuitize your contract prior to the Annuitization Value Threshold, your annuity payments will be based on the Accumulation Value at the time of annuitization less any applicable Non-Vested Premium Bonus. The payments may be based on any payment option, but if you select Annuity for a Specified Period, it must be for at least ten years. If you elect to annuitize your contract on or after the Annuitization Value Threshold, your annuity payments will be based on the greater of the Cash Surrender Value and the Accumulation Value at the time of annuitization. The payments may be based on any payment option, but if you select Annuity for a Specified Period, it must be for at least ten years. Annuitization is not permitted prior to the first Contract Anniversary.

The term “**Cash Surrender Value**” is defined as the amount the Owner will receive upon surrender. The amount is equal to the Accumulation Value, reduced by any applicable Non-Vested Premium Bonus, less any applicable Surrender Charges (including those applicable to Free Withdrawals taken during the Recovery Period), adjusted by any applicable Market Value Adjustment and taxes. This amount will never be less than the Total Guaranteed Value.

The term “**Gross Withdrawal**” means the amount deducted from the Accumulation Value as a consequence of your request for a withdrawal, including the requested amount, any applicable Non-Vested Premium Bonus, any applicable Surrender Charges, any applicable Market Value Adjustment, and any applicable taxes.

The term “**Net Withdrawal**” means the payment you will receive as a consequence of your request for a withdrawal, provided sufficient Accumulation Value is available. The Net Withdrawal is equal to the Gross Withdrawal, adjusted by any applicable Market Value Adjustment, less any applicable Surrender Charges, Non-Vested Premium Bonus and taxes.

The term “**Recovery Period**” refers to the period of time prior to the date of a surrender, where upon surrender, we will calculate and deduct any Surrender Charges and recover the Non-Vested Premium Bonus for Free Withdrawals taken during this period. The length of the Recovery Period is shown on the Schedule Pages.

The final sentence of the last paragraph on the front and back cover pages is replaced by the following: “Withdrawals or surrenders may be subject to Surrender Charges, taxes and recovery of the Non-Vested Premium Bonus.”

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**PREMIUM BONUS (Cont'd)**

The first sentence of the first paragraph of **Section 5: Premium and Allocation** is replaced with the following: "The amount applied to this contract on the Contract Issue Date will be the Initial Premium received, plus any applicable Premium Bonus, minus a deduction for any applicable tax including premium tax where applicable."

The last sentence of the first paragraph of **Section 5: Premium and Allocation** is replaced with the following: "All subsequent deposits and their corresponding Premium Bonus will be allocated to the Fixed Account, will not be eligible for reallocation until the first Contract Anniversary and will remain there until you instruct us otherwise."

**Section 6: Fixed Account, Indexed Accounts** is hereby deleted and replaced with the following:

**"Fixed Account**

The Fixed Account earns interest daily at the Fixed Account Interest Rate. The Fixed Account Interest Rate is set on the Contract Issue Date and on each Contract Anniversary. The rate is guaranteed for one year. The Fixed Account Interest Rate will never be less than the Guaranteed Minimum Fixed Account Interest Rate shown on the Schedule Pages. The Fixed Account Interest Rate for the first Contract Year is shown on the Schedule Pages. Any allocation to the Fixed Account is subject to the Minimum Allocation Percentage, Minimum Allocation Amount and Maximum Fixed Account Allocation Percentage shown on the Schedule Pages. Fixed Account information is shown on the Schedule Pages.

On the Contract Issue Date, the Account Value of the Fixed Account is equal to the Initial Premium multiplied by the Fixed Account Initial Premium Allocation Percentage plus the Premium Bonus multiplied by the Fixed Account Initial Premium Allocation Percentage.

Thereafter, the Account Value for the Fixed Account equals:

1. the Account Value on the Contract Issue Date, plus
2. any subsequent deposits allocated to the Fixed Account, plus
3. any interest credited, less
4. any reallocations from the Fixed Account, plus
5. any reallocations to the Fixed Account, less
6. any Gross Withdrawals from the Fixed Account, less
7. any rider fees, if applicable, plus
8. any Premium Bonus applicable to any subsequent deposits to the Fixed Account.

**Indexed Accounts**

This contract also provides for one or more Indexed Accounts. The Minimum Allocation Percentage applicable to any Indexed Account is shown on the Schedule Pages. Funds can be reallocated from an Indexed Account to another Account on the Segment Maturity Date. Indexed Account information is shown on the Schedule Pages. We reserve the right to add additional Indexed Accounts, or cease offering one or more of the Indexed Accounts at any time. If the Index associated with an Indexed Account is no longer available or if the Index calculation is substantially changed, a suitable replacement Index will be used, subject to any required regulatory approval. We will notify you of the change.

On the Contract Issue Date, the Account Value of an Indexed Account is equal to the Premium Allocation multiplied by the Initial Premium, including any associated Premium Bonus allocated to such Indexed Account.

On each Contract Anniversary, the Account Value for an Indexed Account equals:

1. the Account Value immediately preceding the Contract Anniversary, multiplied by the resulting value of (1 + the applicable Index Credit), less
2. any reallocations from the Indexed Account on that Contract Anniversary, plus
3. any reallocations to the Indexed Account on that Contract Anniversary, less
4. any Gross Withdrawals from the Indexed Account on that Contract Anniversary, less
5. any rider fees, if applicable,

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]

Contract Number: [13000000]

**PREMIUM BONUS (Cont'd)**

On any other date, the Account Value for an Indexed Account equals:

1. the Account Value for such Indexed Account on the preceding Contract Anniversary, less
2. any Gross Withdrawals from the applicable Indexed Account since the preceding Contract Anniversary, less
3. any rider fees, if applicable.

For the first Contract Year, the Contract Issue Date is deemed to be the preceding Contract Anniversary for purposes of this calculation.

An Index Credit is calculated on each Segment Maturity Date according to the Indexed Accounts you elect and vests immediately. The Index Credit(s) for the Indexed Account(s) you select will be calculated in accordance with the attached rider(s.) The Index Credit for a particular Indexed Account will never be less than the Guaranteed Minimum Index Credit shown on the Schedule Pages for that Indexed Account. Amounts surrendered, withdrawn or deducted as rider fees prior to the Segment Maturity Date will not receive the Index Credit for that Segment."

**Section 8: Withdrawals, Surrender, Termination and Charges** is hereby deleted and replaced with the following:

**“Withdrawals**

You may request a withdrawal greater than or equal to the Minimum Withdrawal Amount from the Accumulation Value at any time prior to the Contract Maturity Date. Such withdrawals must be by written request and must include any tax withholding and information reporting data we may reasonably require. Withdrawals that reduce the Account Value of any Account below the Minimum Allocation Amount or the Minimum Allocation Percentage will not be permitted. Withdrawals will be adjusted by any Market Value Adjustment and reduced by any applicable Non-Vested Premium Bonus, Surrender Charges and taxes. The payment you will receive is the Net Withdrawal. Withdrawals will automatically be deducted from the Fixed Account. Once the Account Value of the Fixed Account is depleted, the remaining withdrawal will be deducted proportionately from the applicable Indexed Accounts, unless you specifically request that they initially be deducted proportionately from all Accounts.

**Free Withdrawal Amount**

Pursuant to the Free Withdrawal Amount Percentage Schedule on the Schedule Pages, you may withdraw a portion of your Accumulation Value free of any Surrender Charge or Market Value Adjustment, if applicable and without the recovery of the Non-Vested Premium Bonus. This portion is called the Free Withdrawal Amount. Any withdrawals taken from the Free Withdrawal Amount during the Contract Year will be considered Free Withdrawals. The Free Withdrawal Amount is equal to the greater of the Free Withdrawal Amount Base as of the preceding Contract Anniversary multiplied by the applicable Free Withdrawal Amount Percentage shown on the Schedule Pages or the Required Minimum Distribution (RMD) associated with this contract, if any, as defined in the Internal Revenue Code, for certain qualified plan or IRA contracts. Any Free Withdrawals taken during the Contract Year will reduce the total Free Withdrawal Amount available to you in that Contract Year on a dollar for dollar basis. However, for any Free Withdrawals, including a RMD, taken during the Recovery Period, we will assess a Surrender Charge and recover any applicable Non-Vested Premium Bonus at the time of the surrender.

**Surrender**

You may request a withdrawal of the entire Accumulation Value at any time prior to the Contract Maturity Date; this is a surrender. Surrenders must be made by written request and include any tax withholding or information reporting data we may reasonably require. Surrender Charges, Market Value Adjustments and taxes will be applied and any Non-Vested Premium Bonus will be recovered, if applicable, as described in this Section or any riders, endorsements or other forms issued in conjunction with this contract. The payment you will receive is the Cash Surrender Value and will represent termination of the contract. The Cash Surrender Value is an amount equal to the Accumulation Value, reduced by any applicable Non-Vested Premium Bonus, less any applicable Surrender Charges (including those applicable to Free Withdrawals taken during the Recovery Period), adjusted by any applicable Market Value Adjustment and taxes.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**PREMIUM BONUS (Cont'd)****Surrender Charge**

A Surrender Charge may apply to a withdrawal in excess of the Free Withdrawal Amount or a surrender, depending on the date and amount of such withdrawal or surrender. The Surrender Charge schedule is specified on the Schedule Pages. The charge is calculated by multiplying the Accumulation Value being withdrawn in excess of the Free Withdrawal Amount or surrendered by the appropriate Surrender Charge Percentage shown on the Schedule Pages. After the application of any applicable Market Value Adjustment, Surrender Charges will be applied to the Accumulation Value withdrawn in excess of the Free Withdrawal Amount or surrendered. Surrender Charges will be waived upon death.

**Termination**

If the Accumulation Value becomes zero, the contract will immediately terminate, unless otherwise determined by an attached rider, amendment, or endorsement. We will mail a written notice to you at your most recent post office address on file at our Annuity Operations Division. If the Accumulation Value falls below the Minimum Remaining Accumulation Value, it will be treated as a request for surrender, unless otherwise determined by an attached rider.”

The first sentence of the **Calculating the Total Guaranteed Value** provision of **Section 9: Total Guaranteed Value** is replaced with the following: “On the Contract Issue Date, the Total Guaranteed Value equals the Initial Premium, excluding any Premium Bonus, multiplied by the Total Guaranteed Value Premium Factor.”

The following sentence is added to the end of the first paragraph of **Section 10: Death Benefit**, “However, the Non-Vested Premium Bonus may be recovered if the death occurs within the Premium Bonus Qualification Period. If the death occurs during the Premium Bonus Qualification Period, the death benefit will be equal to the greater of the Accumulation Value, less any Non-Vested Premium Bonus or the Total Guaranteed Value.”

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]

Contract Number: [13000000]

**<sup>2</sup>Vested Premium Bonus Schedule\***

Complete Contract Years	Vested Premium Bonus Percentage
[0	0%
1	10%
2	20%
3	30%
4	40%
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%
11	100%
12+	100%]

\* See below for a description of how the Non-Vested Premium Bonus is recovered.

**<sup>2</sup>Non-Vested Premium Bonus**

The Non-Vested Premium Bonus is the amount of the Premium Bonus subject to forfeiture upon surrender, death during the Premium Bonus Qualification Period, or withdrawal in excess of the Free Withdrawal Amount. In the event of surrender or death during the Premium Bonus Qualification Period, the Non-Vested Premium Bonus recovered by us is equal to 1 minus the applicable Vested Premium Bonus Percentage shown on the Schedule Pages, multiplied by the Premium Bonus Percentage, multiplied by the Accumulation Value. Furthermore, in the event of a surrender, for any Free Withdrawal(s) taken during the Recovery Period, an additional Non-Vested Premium Bonus will be recovered by us and will be equal to 1 minus the applicable Vested Premium Bonus Percentage shown on the Schedule Pages, in effect at the time of the original withdrawal(s), multiplied by the Premium Bonus Percentage, multiplied by the corresponding Free Withdrawal(s). In the event of a withdrawal taken in excess of the Free Withdrawal Amount, the Non-Vested Premium Bonus recovered by us is equal to 1 minus the applicable Vested Premium Bonus Percentage shown on the Schedule Pages, multiplied by the Premium Bonus Percentage, multiplied by the gross withdrawal amount in excess of the Free Withdrawal Amount.

The following definitions are added to those listed in **Section 2: Definitions**

The term “**Non-Vested Premium Bonus**” is added and means the amount of the Premium Bonus that is subject to forfeiture. For further details, see Section 8.

The term “**Premium Bonus Qualification Period**” is added and means the period of time during which the Non-Vested Premium Bonus will be recovered upon death, unless the Spousal Continuation option is in effect.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]

Contract Number: [13000000]

**CONTRACT CHARGES**

[Premium Tax rate: 0.00% of Initial Premium]

Surrender Charge: deducted in accordance with the following Surrender Charge Schedule:

**Surrender Charge Schedule\***

Complete Contract Years	Surrender Charge as a Percentage of Cumulative Premium
[0	12%
1	12%
2	11%
3	10%
4	9%
5	8%
6	7%
7	6%
8	4%
9	2%
10	0%
11	0%
12+	0%]

\* See Section 8 for a description of how this charge is determined.

**Free Withdrawal Amount Percentage Schedule\*\***

Complete Contract Years	Free Withdrawal Amount Percentage
[0	0%
1	10%
2	10%
3	10%
4+	10%]

\*\* See Section 8 for a description of how this amount is calculated.

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**SECTION 1: SCHEDULE PAGES** (continued)

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Owner: [John Doe]

Contract Number: [13000000]

**BENEFICIARY**

[Jack Doe]

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**SECTION 1: SCHEDULE PAGES**

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Owner:	[John Doe]
Oldest Owner's Age:	[65]
Oldest Owner's Sex:	[Male]
Contract Number:	[13000000]
Initial Premium:	[\$75,000]
Minimum Initial Premium:	[\$15,000]
Maximum Initial Premium:	[\$1,000,000]
Maximum Allowable Subsequent Deposits:	[\$31,250]
Contract Issue Date:	[February 1, 2010]
Contract Maturity Date:	[February 1, 2060]
Annuitant:	[John Doe]
Annuitant's Age:	[65]
Annuitant's Sex:	[Male]
[Joint Annuitant:	[Jane Doe]
Joint Annuitant's Age:	[65]
Joint Annuitant's Sex:	[Female]]
Beneficiary:	[As specified later in this Section 1]
Maximum Annuitant Annuitization Age**:	[95]
Maximum Owner Annuitization Age**:	[95]
Annuitization Value Threshold**:	[5 <sup>th</sup> Contract Anniversary]
Minimum Withdrawal Amount**:	[\$500]
Minimum Allocation Percentage** (any account):	[10%]
Minimum Allocation Amount**:	[\$2,000]
Minimum Remaining Accumulation Value**:	[\$2,000]
Recovery Period**:	[12 months]
Free Withdrawal Amount Base**:	[Accumulation Value]
Total Guaranteed Value Interest Rate**:	[1.00%]
Total Guaranteed Value Premium Factor**:	[87.5%]

\*\* These rates and values are guaranteed for the life of the contract.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**FIXED ACCOUNT INFORMATION**

Fixed Account Initial Premium Allocation Percentage: [10%]  
Maximum Fixed Account Allocation Percentage\*\*: [100%]  
Fixed Account Interest Rate\*: [4.00%]  
Guaranteed Minimum Fixed Account Interest Rate\*\*: [1.00%]

\* This rate is guaranteed only for the first Contract Year.

\*\* These rates and values are guaranteed for the life of the contract.

**INDEXED ACCOUNT PREMIUM ALLOCATION SUMMARY**

[[Point-to-Point Indexed Acct – Safety Growth Strategy]: [10%]  
[Point-to-Point Indexed Acct – Safety Growth Strategy 2]: [10%]  
[Monthly Point-to-Point Indexed Acct – Monthly Cap Strat]: [70%]  
[Point-to-Point Indexed Account – 1 Year EURO STOXX]: [0%]  
[Soft Landing Indexed Account – 5 Year S&P 500]: [0%]  
[Model Soft Landing Indexed Account – 5 Year Model C]: [0%]  
[Model Soft Landing Indexed Account – 5 Year Model D]: [0%]  
[Model Point-to-Point Indexed Account – 1 Year Model A]: [0%]  
[Model Point-to-Point Indexed Account – 1 Year Model E]: [0%]  
[Monthly Point-to-Point Indexed Account – 1 Year S&P 500]: [0%]  
[Performance Trigger Indexed Account – 1 Year S&P 500]: [0%]  
[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow B]: [0%]  
[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow F]: [0%]]

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS****[Point-to-Point Indexed Acct – Safety Growth Strategy]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[10%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[8.00%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Point-to-Point Indexed Acct – Safety Growth Strategy 2]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[2 Year]
<b>Premium Allocation</b>	[10%]
<b>Segment Maturity Date*</b>	[2/1/2012]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[99,999%]
<b>Index Spread*</b>	[9.00%]
<b>Participation Rate*</b>	[80%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[1.00%]
<b>Guaranteed Minimum Index Cap</b>	[999%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[60%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Monthly Point-to-Point Indexed Acct – Monthly Cap Strat]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[70%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.00%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Point-to-Point Indexed Account – 1 Year EURO STOXX]**

<b>Index or Model</b>	<b>[EURO STOXX]</b>
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.00%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Soft Landing Indexed Account – 5 Year S&P 500]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[5 Years]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2015]
<b>Soft Landing Duration</b>	[6 months]
<b>Index Cap*</b>	[80%]
<b>Index Spread*</b>	[10%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[20%]
<b>Guaranteed Maximum Index Spread</b>	[50%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Soft Landing Indexed Account – 5 Year Model C]**

Index or Model	*Model C: [[50%] [S&P 500], [25%] [DJIA], [25%] [FTSE]]
<b>Segment Duration</b>	[5 Years]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2015]
<b>Soft Landing Duration</b>	[6 months]
<b>Index Cap*</b>	[99,999%]
<b>Index Spread*</b>	[20%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[99.999%]
<b>Guaranteed Maximum Index Spread</b>	[50%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Soft Landing Indexed Account – 5 Year Model D]**

Index or Model	*Model D: [[50%] [S&P 500], [25%] [DJIA], [25%] [EURO STOXX]]
<b>Segment Duration</b>	[5 Years]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[6 months]
<b>Index Cap*</b>	[99,999%]
<b>Index Spread*</b>	[20%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[99.999%]
<b>Guaranteed Maximum Index Spread</b>	[50%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Point-to-Point Indexed Account – 1 Year Model A]**

Index or Model	*Model A: [[50%] [S&P 500], [25%] [DJIA], [25%] [FTSE]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.75%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Model Point-to-Point Indexed Account – 1 Year Model E]**

Index or Model	*Model E: [[50%] [S&P 500], [25%] [DJIA], [25%] [EURO STOXX]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[7.75%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Monthly Point-to-Point Indexed Account – 1 Year S&P 500]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[3.00%]
<b>Index Spread*</b>	[1.0%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[1%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)****[Performance Trigger Indexed Account – 1 Year S&P 500]**

<b>Index or Model</b>	[S&P 500]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[N/A]
<b>Index Spread*</b>	[N/A]
<b>Participation Rate*</b>	[N/A]
<b>Trigger Rate*</b>	[5.00%]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[N/A]
<b>Guaranteed Maximum Index Spread</b>	[N/A]
<b>Guaranteed Minimum Participation Rate</b>	[N/A]
<b>Guaranteed Minimum Trigger Rate</b>	[3.00%]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon re-allocation.

**SECTION 1: SCHEDULE PAGES (Cont'd)**

Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow B]**

<b>Index or Model</b>	Rainbow Model B**: [[S&P 500], [Russell 2000], [EURO STOXX]; 1 <sup>st</sup> = [50%], 2 <sup>nd</sup> = [30%], 3 <sup>rd</sup> = [20%]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[2/1/2011]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[5.50%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

\*\*The component index with the highest Index Growth will be weighted at [50%]. The component index with the second highest Index Growth will be weighted at [30%]. The component index with the lowest Index Growth will be weighted at [20%].

**SECTION 1: SCHEDULE PAGES (Cont'd)**

Owner: [John Doe]  
 Contract Number: [13000000]

**INDEXED ACCOUNTS (Continued)**

**[Rainbow Point-to-Point Indexed Account – 1 Year Rainbow F]**

<b>Index or Model</b>	Rainbow Model F**: [[S&P 500], [Russell 2000], [FTSE]; 1 <sup>st</sup> = [50%], 2 <sup>nd</sup> = [30%], 3 <sup>rd</sup> = [20%]]
<b>Segment Duration</b>	[1 Year]
<b>Premium Allocation</b>	[0%]
<b>Segment Maturity Date*</b>	[N/A]
<b>Soft Landing Duration</b>	[N/A]
<b>Index Cap*</b>	[5.50%]
<b>Index Spread*</b>	[1.00%]
<b>Participation Rate*</b>	[90%]
<b>Trigger Rate*</b>	[N/A]
<b>Guaranteed Minimum Index Credit</b>	[0%]
<b>Guaranteed Minimum Index Cap</b>	[3.00%]
<b>Guaranteed Maximum Index Spread</b>	[10%]
<b>Guaranteed Minimum Participation Rate</b>	[50%]
<b>Guaranteed Minimum Trigger Rate</b>	[N/A]

\* These values are guaranteed for the Indexed Account Segment selected at issue. These values may change upon reallocation.

\*\*The component index with the highest Index Growth will be weighted at [50%]. The component index with the second highest Index Growth will be weighted at [30%]. The component index with the lowest Index Growth will be weighted at [20%].

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**SECTION 1: SCHEDULE PAGES (Cont'd)**

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Owner: [John Doe]  
Contract Number: [13000000]

**CONTRACT CHARGES**

[Premium Tax rate: 0.00% of Initial Premium]

Surrender Charge: deducted in accordance with the following Surrender Charge Schedule:

**Surrender Charge Schedule\***

Complete Contract Years	Surrender Charge as a Percentage of Cumulative Premium
[0	12%
1	12%
2	11%
3	10%
4	9%
5	8%
6	7%
7	6%
8	4%
9	2%
10	0%
11	0%
12+	0%]

\* See Section 8 for a description of how this charge is determined.

**Free Withdrawal Amount Percentage Schedule\*\***

Complete Contract Years	Free Withdrawal Amount Percentage
[0	0%
1	10%
2	10%
3	10%
4+	10%]

\*\* See Section 8 for a description of how this amount is calculated.

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**SECTION 1: SCHEDULE PAGES** (continued)

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Owner: [John Doe]

Contract Number: [13000000]

**BENEFICIARY**

[Jack Doe]