

SERFF Tracking Number: NWST-126957344 State: Arkansas
Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number: 47735
Company Tracking Number: TT.SPUL.(0711)
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: TT.SPUL.(0711)
Project Name/Number: TT.SPUL.(0711)/TT.SPUL.(0711)

Filing at a Glance

Company: The Northwestern Mutual Life Insurance Company

Product Name: TT.SPUL.(0711)

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: NWST-126957344 State: Arkansas

SERFF Status: Closed-Approved- Closed State Tr Num: 47735

Co Tr Num: TT.SPUL.(0711)

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Annette Huttli, Debbie Orr, Disposition Date: 01/24/2011

Jason Gross, Tiffiney Durham

Date Submitted: 01/19/2011

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: 07/01/2011

State Filing Description:

General Information

Project Name: TT.SPUL.(0711)

Project Number: TT.SPUL.(0711)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 01/24/2011

State Status Changed: 01/24/2011

Created By: Tiffiney Durham

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Debbie Orr

Filing Description:

We are submitting the above referenced forms for your review and approval. We plan to introduce these forms in the third quarter of 2011, pending state insurance department approval. The above referenced forms are new and will not replace any existing forms.

Universal Life Insurance Policy Form

Policy form TT.SPUL.(0711) is a modified single premium adjustable life insurance policy. The policy will be available at issue ages 18 to 75 and is designed primarily for the Executive Benefit market.

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Company and Contact

Filing Contact Information

Jason Gross, Product Compliance Specialist jasongross@northwesternmutual.com
 720 E. Wisconsin Ave. 414-665-4549 [Phone]
 Milwaukee, WI 53202 414-665-5006 [FAX]

Filing Company Information

The Northwestern Mutual Life Insurance Company CoCode: 67091 State of Domicile: Wisconsin
 720 East Wisconsin Avenue Group Code: 860 Company Type: Life
 Rm S845 Group Name: State ID Number:
 Milwaukee, WI 53202 FEIN Number: 39-0509570
 (414) 271-1444 ext. [Phone]

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Northwestern Mutual Life Insurance Company	\$50.00	01/19/2011	43888925
The Northwestern Mutual Life Insurance Company	\$150.00	01/21/2011	43973228

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/24/2011	01/24/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	01/21/2011	01/21/2011	Debbie Orr	01/21/2011	01/21/2011

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Disposition

Disposition Date: 01/24/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	Yes	Yes
Supporting Document	Actuarial Memorandum	No	No
Supporting Document	Statement of Variability	Yes	Yes
Supporting Document	Sex-Neutral Pages	Yes	Yes
Supporting Document	Actuarial Certification	No	No
Supporting Document	Forms Certification	Yes	Yes
Form	Modified Single Premium Adjustable Life Insurance Policy	Yes	Yes
Form	Endorsement Regarding Qualification of Modified Single Premium Adjustable Life Policy as a Life Insurance Contract	Yes	Yes
Form	Amendment to Cash Surrender Value Provision	Yes	Yes
Form	Policy Application Supplement for Modified Single Premium Adjustable Life Insurance Policy	Yes	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/21/2011
Submitted Date 01/21/2011
Respond By Date 02/21/2011

Dear Jason Gross,

This will acknowledge receipt of the captioned filing.

Objection 1

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

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/21/2011
Submitted Date 01/21/2011

Dear Linda Bird,

Comments:

Good Morning!

Response 1

Comments: Per your objection, we have submitted \$150.00 via EFT. Thank you.

Related Objection 1

Comment:

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

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Debbie Orr
Policy Forms Analyst
Product Compliance Division
Actuarial Department

Sincerely,

Annette Huttli, Debbie Orr, Jason Gross, Tiffiney Durham

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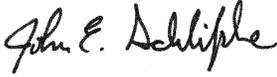
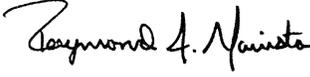
Form Schedule

Lead Form Number: TT.SPUL.(0711)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	TT.SPUL.(0711)	Policy/Contract	Modified Single ract/Fratern al Life Insurance Policy Certificate	Initial		50.300	AR TT SPUL (0711).pdf
	AMDT.FLS F.SPUL.(0711)	Policy/Contract	Endorsement ract/Fratern al Qualification of Certificate: Modified Single Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.000	AMDT FLSF SPUL (0711).pdf
	SPUL.CSV.AMDT.(0711)	Policy/Contract	Amendment to Cash Surrender Value Provision Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.700	SPUL CSV AMDT (0711).pdf
	90-1.SPUL.Supp.(0711)	Application/Enrollment Form	Policy Application Supplement for Modified Single Premium Adjustable Life Insurance Policy	Initial		50.200	90-1.SPUL.Supp. 0711.pdf

The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy, subject to its terms and conditions.

Signed at Milwaukee, Wisconsin on the Date of Issue.

[ ]

Chief Executive Officer

Secretary

MODIFIED SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Participating

Insurance payable at death of Insured.

THE DEATH BENEFIT MAY INCREASE OR DECREASE DAILY DEPENDING ON THE PAYMENT OF PREMIUMS AND ANY INTEREST CREDITED TO AND CHARGES MADE FROM THE POLICY VALUE. THERE IS NO GUARANTEED MINIMUM DEATH BENEFIT.

THE CASH SURRENDER VALUE UNDER THIS POLICY MAY INCREASE OR DECREASE DAILY DEPENDING ON THE PAYMENT OF PREMIUMS AND ANY INTEREST CREDITED TO AND CHARGES MADE FROM THE POLICY VALUE. THERE IS NO GUARANTEED MINIMUM CASH SURRENDER VALUE. THIS POLICY CONTAINS A MINIMUM INTEREST RATE GUARANTEE AND MAXIMUM CHARGES. IF THE OWNER SURRENDERS THE POLICY SUCH SURRENDER MAY RESULT IN A SUBSTANTIAL PENALTY BECAUSE THE CASH VALUE OF THE POLICY MAY BE LESS THAN THE PREMIUM PAID.

Right To Return Policy--Please read this policy carefully. The policy may be returned by the Owner for any reason within ten days after it was received. The policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 E. Wisconsin Avenue, Milwaukee, WI 53202 ("Home Office"), 414-271-1444. If returned, the policy will be considered void from the beginning. Any premium paid will be refunded.

TT.SPUL.(0711)



Insured	{John J. Doe}	Age and Sex	{35} {Male}
Policy Date	{July 1, 2011}	Policy Number	{00 000 000}
Plan	Northwestern Mutual Single Premium Universal Life	Initial Death Benefit	#{489,740}

TT.SPUL.(0711)

**This policy is a legal contract between the Owner and
The Northwestern Mutual Life Insurance Company.**

Read your policy carefully.

GUIDE TO POLICY PROVISIONS

POLICY SCHEDULE PAGES

SECTION 1. THE CONTRACT

- Section 1.1 Life Insurance Benefit
- Section 1.2 Entire Contract; Changes
- Section 1.3 Incontestability
- Section 1.4 Suicide
- Section 1.5 Policy Date, Date of Issue and Attained Age
- Section 1.6 Misstatement of Age or Sex
- Section 1.7 Payments by the Company
- Section 1.8 Insurability Requirements
- Section 1.9 Reports to Owner
- Section 1.10 Processing Requirements

SECTION 2. OWNERSHIP

- Section 2.1 The Owner
- Section 2.2 Transfer of Ownership
- Section 2.3 Naming and Changing a Successor Owner
- Section 2.4 Collateral Assignment

SECTION 3. DEATH BENEFIT

- Section 3.1 Death Benefit
- Section 3.2 Decreases in Specified Amount

SECTION 4. PREMIUMS AND REINSTATEMENT

- Section 4.1 Premium Payment
- Section 4.2 Premium Limitations
- Section 4.3 Grace Period
- Section 4.4 Reinstatement

SECTION 5. DIVIDENDS

- Section 5.1 Annual Dividends
- Section 5.2 Use of Dividends
- Section 5.3 Dividend at Death

SECTION 6. POLICY VALUE AND CONTRACT FUND VALUE

- Section 6.1 Policy Value
- Section 6.2 Contract Fund Value
- Section 6.3 Monthly Policy Charge

SECTION 7. CASH SURRENDER VALUE AND SURRENDER

- Section 7.1 Cash Surrender Value
- Section 7.2 Surrender
- Section 7.3 Basis of Values

SECTION 8. LOANS

- Section 8.1 Policy Loans
- Section 8.2 Loan Value
- Section 8.3 Policy Debt
- Section 8.4 Loan Interest
- Section 8.5 Deferral of Payments

SECTION 9. BENEFICIARIES

- Section 9.1 Definition of Beneficiaries
- Section 9.2 Naming and Change of Beneficiaries
- Section 9.3 Succession in Interest of Beneficiaries
- Section 9.4 Trustee as Beneficiary
- Section 9.5 General

SECTION 10. PAYMENT OF POLICY BENEFITS

- Section 10.1 Payment of Proceeds
- Section 10.2 Payment Plans

ADDITIONAL BENEFITS (if any)

APPLICATION

POLICY SCHEDULE PAGES
Date of Issue – {July 1, 2011}

Plan and Additional Benefits

Northwestern Mutual Single Premium Universal Life

Single Premium Amount: \${100,000.00}

Initial Death Benefit: \${489,740}

Specified Amount: \${20,000.00}

The Minimum Guaranteed Annual Effective Interest Rate for the Contract Fund Value is 2.5%.

The Policy Loan Annual Effective Interest Rate is 5.00%. (Section 8.4)

This policy is issued in a {premier (non-tobacco)} rate classification.

This policy is participating. Dividends are not guaranteed. It is not expected that any dividends will be payable on this policy.

Direct Beneficiary Owner {Jane J. Doe}, {Daughter of the Insured}
{John J. Doe}, {The Insured}

Insured	{John J. Doe}	Age and Sex	{35} {Male}
Policy Date	{July 1, 2011}	Policy Number	{00 000 000}
Plan	Northwestern Mutual Single Premium Universal Life	Initial Death Benefit	\${489,740}

SCHEDULE OF MAXIMUM CHARGES

Maximum Monthly Policy Charges (Section 6.3):

The maximum Monthly Administrative Charge is \$9.55 for monthly processing dates two through twelve and \$8.75 for monthly processing dates in policy years two and later.

The maximum Monthly Mortality and Expense Risk Charge is 0.0764% of the Policy Value for monthly processing dates two through twelve and 0.0700% for monthly processing dates in policy years two and later.

The maximum Monthly Deferred Sales Charge is \$59.09 for monthly processing dates two through twelve and the following for monthly processing dates in:

Policy Year	<u>2</u>	<u>3</u>	<u>4</u>	<u>5+</u>
	\$54.17	\$54.17	\$54.17	\$54.17

The maximum Monthly Policy Debt Expense Charge is 0.167% of the Policy Debt.

No Monthly Policy Charge is assessed on the Policy Date.

The maximum charge for decreases to Specified Amount is \$ 25.00 per change for more than one change during any policy year. (Section 3.2)

The maximum charge for illustrations is \$25.00 per illustration for more than one illustration during any policy year. (Section 1.9)

Maximum Surrender Charge Schedule

The maximum surrender charge is \$8,000.00 on the Policy Date. This charge is decreased by \$33.33 on each monthly processing date, after the Policy Date, during the 1st through 15th policy years.

There is no surrender charge after the 15th policy year.

TABLE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES
MONTHLY RATES PER \$1.00 OF NET AMOUNT AT RISK
(Section 6.3)

Attained Age	Monthly Rate	Attained Age	Monthly Rate	Attained Age	Monthly Rate
35	0.0000908870	64	0.0011713702	93	0.0222164508
36	0.0000958931	65	0.0013000868	94	0.0241551382
37	0.0001000651	66	0.0014307168	95	0.0262442050
38	0.0001075752	67	0.0015632696	96	0.0282056081
39	0.0001142515	68	0.0017062742	97	0.0303519903
40	0.0001217630	69	0.0018546664	98	0.0327086644
41	0.0001317795	70	0.0020349975	99	0.0353033719
42	0.0001443019	71	0.0022371960	100	0.0381751194
43	0.0001584965	72	0.0025036040	101	0.0405300029
44	0.0001751994	73	0.0027856225	102	0.0431176850
45	0.0001944121	74	0.0030834195	103	0.0459662932
46	0.0002127940	75	0.0034102388	104	0.0491119550
47	0.0002328520	76	0.0037681951	105	0.0525488447
48	0.0002445550	77	0.0041858660	106	0.0563706709
49	0.0002579319	78	0.0046766106	107	0.0606404964
50	0.0002771654	79	0.0052471654	108	0.0654382004
51	0.0002997499	80	0.0058741010	109	0.0708623977
52	0.0003307098	81	0.0065941515	110	0.0770400150
53	0.0003641940	82	0.0073512021	111	0.0833333333
54	0.0004069075	83	0.0081759136	112	0.0833333333
55	0.0004597040	84	0.0090994352	113	0.0833333333
56	0.0005133757	85	0.0101442188	114	0.0833333333
57	0.0005712824	86	0.0113189125	115	0.0833333333
58	0.0006208314	87	0.0126223824	116	0.0833333333
59	0.0006779783	88	0.0140438791	117	0.0833333333
60	0.0007469473	89	0.0155722002	118	0.0833333333
61	0.0008311395	90	0.0171996383	119	0.0833333333
62	0.0009339788	91	0.0187618369	120	0.0833333333
63	0.0010496262	92	0.0204240643		

No Cost of Insurance Charge is assessed on the Policy Date.

The monthly rates shown above are based on the 2001 Commissioners Standard Ordinary Mortality Table.

**TABLE OF NET SINGLE PREMIUMS
PER \$1.00 OF INSURANCE**

The Net Single Premiums are used to determine the Minimum Death Benefit (Section 3.1).

Monthly Processing Date	Net Single Premium	Monthly Processing Date	Net Single Premium	Monthly Processing Date	Net Single Premium
7/1/2011	0.20419	7/1/2033	0.42690	7/1/2055	0.74215
7/1/2012	0.21148	7/1/2034	0.44002	7/1/2056	0.75585
7/1/2013	0.21902	7/1/2035	0.45343	7/1/2057	0.76917
7/1/2014	0.22683	7/1/2036	0.46711	7/1/2058	0.78201
7/1/2015	0.23489	7/1/2037	0.48100	7/1/2059	0.79443
7/1/2016	0.24322	7/1/2038	0.49505	7/1/2060	0.80647
7/1/2017	0.25183	7/1/2039	0.50918	7/1/2061	0.81808
7/1/2018	0.26071	7/1/2040	0.52336	7/1/2062	0.82920
7/1/2019	0.26984	7/1/2041	0.53759	7/1/2063	0.83976
7/1/2020	0.27923	7/1/2042	0.55187	7/1/2064	0.84974
7/1/2021	0.28887	7/1/2043	0.56626	7/1/2065	0.85914
7/1/2022	0.29875	7/1/2044	0.58079	7/1/2066	0.86797
7/1/2023	0.30889	7/1/2045	0.59546	7/1/2067	0.87631
7/1/2024	0.31930	7/1/2046	0.61030	7/1/2068	0.88447
7/1/2025	0.33005	7/1/2047	0.62524	7/1/2069	0.89263
7/1/2026	0.34116	7/1/2048	0.64025	7/1/2070	0.90096
7/1/2027	0.35260	7/1/2049	0.65512	7/1/2071	0.90975
7/1/2028	0.36436	7/1/2050	0.66989	7/1/2072	0.91949
7/1/2029	0.37639	7/1/2051	0.68458	7/1/2073	0.93129
7/1/2030	0.38870	7/1/2052	0.69919	7/1/2074	0.94659
7/1/2031	0.40124	7/1/2053	0.71371	7/1/2075	0.96795
7/1/2032	0.41397	7/1/2054	0.72807	7/1/2076	1.00000
				and later	

Values for monthly processing dates not shown above are calculated on the same basis as those shown above and are available upon request.

SECTION 1. THE CONTRACT

1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the Insured while this policy is in force. Subject to the terms and conditions of the policy, the payment of the Life Insurance Benefit will be:

- made after proof of the death of the Insured is received at the Home Office; and
- made to the Beneficiaries under Section 10.

The amount of the Life Insurance Benefit will be:

- the Death Benefit (Section 3.1); minus
- the amount of any Policy Debt (Section 8.3); minus
- the amount of any Adjustments to Death Benefit During Grace Period (Section 4.3).

These amounts will be determined as of the date of the Insured's death. Even though the Owner does not have the right to take any policy loans after the date of the Insured's death, any policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

1.2 ENTIRE CONTRACT; CHANGES

This policy with any attached amendments, endorsements, additional benefits, applications, and application supplements is the entire contract. Statements in an application are representations and not warranties. A change in the policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the policy be sent to it for endorsement to show a change. No agent has the authority to change the policy or to waive any of its terms.

1.3 INCONTESTABILITY

In the absence of fraud, the Company will not contest this policy after the policy has been in force, during the lifetime of the Insured, for two years from the Date of Issue or for two years from the effective date of a reinstatement (Section 4.4). After two years, the Company may contest this policy for fraudulent misstatements as allowed by the law of the state in which this policy was delivered or issued for delivery. In issuing the insurance,

the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a misstatement in the application(s), may rescind the insurance or deny a claim.

1.4 SUICIDE

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, minus the amount of any Policy Debt.

1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE

Monthly processing dates and policy months, years and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. Attained Age is Issue Age (shown on page 3) plus the number of complete policy years that have elapsed since the Policy Date.

1.6 MISSTATEMENT OF AGE OR SEX

If the age or sex of the Insured has been misstated, the Policy Value will be modified from the Policy Date using Monthly Policy Charge factors based on the correct age and sex.

1.7 PAYMENTS BY THE COMPANY

All payments by the Company under this policy are payable in United States dollars at the Home Office.

1.8 INSURABILITY REQUIREMENTS

Although changes that would require evidence of insurability are not anticipated under this policy, if such a change is allowed, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards, the Insured is in an underwriting classification that is the same as, or is better than, the one for this policy.

1.9 REPORTS TO OWNER

At least once each policy year and at no charge, the Company will send the Owner a report. The report will keep the Owner advised as to the status of the policy. The report will also provide any other information required under state or federal law. The report will contain at least the following information:

- The beginning and end dates of the current report period.
- The Policy Value, if any, at the beginning of the current report period and at the end of the current report period.
- The amounts that have been credited to or debited from the Contract Fund Value during the current report period.
- The Death Benefit at the end of the current report period.
- The Cash Surrender Value, if any, at the end of the current report period.
- The amount of Policy Debt, if any, at the end of the current report period.
- When applicable, a notice that further premium payments must be made to maintain

insurance in force until the end of the next reporting period.

Once a policy year and at no charge, an illustration of current and future benefits and values will be sent to the Owner on request. Additional illustrations will be provided on request at a charge not to exceed the charge shown on page 4.

1.10 PROCESSING REQUIREMENTS

The Company will process requested transactions, payments and changes under this policy only after receipt in the Home Office of all requirements in good order according to the Company's then current procedures. These requirements, which the Company may change from time to time, may include proper completion of forms, valid instructions and authorizations, or other administrative or evidentiary requirements of the Company. The Company reserves the right to require the Owner or other persons providing a signature in connection with a disbursement of any amounts under the policy, or a change in ownership or beneficial rights under this policy, to provide a signature guarantee to protect against fraud.

SECTION 2. OWNERSHIP

2.1 THE OWNER

The Owner as of the Date of Issue is named on page 3. All policy rights may be exercised by the Owner, the Owner's successor or the Owner's transferee without the consent of any Beneficiaries. If the policy has more than one Owner, policy rights must be exercised only by authorization of all Owners. After the death of the Insured, policy rights may be exercised only as provided in Sections 9 and 10.

2.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above

information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the policy be sent to it for endorsement to show the transfer.

2.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Insured, the Owner may name or change a successor owner who will become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including supplying any required information about the successor owner. A successor owner succeeds to the interests of the Owner only if the Owner is not the Insured at the time of the Owner's death.

2.4 COLLATERAL ASSIGNMENT

The Owner may assign this policy as collateral security. The Company is not responsible for the validity or effect of the collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office.

The interests of the Beneficiaries will be subject to any collateral assignment made either before or after the Beneficiaries are named.

The collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

SECTION 3. DEATH BENEFIT

3.1 DEATH BENEFIT

The Death Benefit before the policy anniversary nearest the Insured's 121st birthday is the greater of:

- the Specified Amount (shown on page 3); or
- the Minimum Death Benefit.

The Death Benefit on and after the policy anniversary nearest the Insured's 121st birthday will be equal to the Policy Value.

The Minimum Death Benefit is the amount required by federal tax law to maintain this policy as life insurance. The test in effect for determining compliance with the federal definition of life insurance is the Cash Value Accumulation Test. The Minimum Death Benefit equals the Policy Value divided by the Net Single Premium (shown on page 6) for the most recent monthly processing date. The Death Benefit as of the Policy Date is the Initial Death Benefit (shown on page 3).

3.2 DECREASES IN SPECIFIED AMOUNT

The Owner may decrease the Specified Amount upon written request, subject to approval by the Company. This change will be effective on the first monthly processing date following receipt of the request at the Home Office; except if the request is received on a monthly processing date then it will be effective on that date. The Company reserves the right to charge for more than one decrease to the Specified Amount in a policy year. This charge, if any, must be paid to the Company on or before the effective date of the change. The charge will not exceed the amount shown on page 4.

A decrease will not be allowed if the Specified Amount following the decrease would be less than the minimum amount the Company would issue at the time of change.

SECTION 4. PREMIUMS AND REINSTATEMENT

4.1 PREMIUM PAYMENT

The required initial premium, shown on page 3 as the Single Premium Amount, must be paid prior to this policy becoming effective. No other premiums are payable after the initial premium unless a premium is necessary to avoid a policy lapse (Section 4.3) or to reinstate (Section 4.4). Any premiums after the initial premium are payable at the Home Office or to a payment center designated by the Company. All payments must be made in United States dollars drawn from a United States finan-

cial institution. A receipt signed by an officer of the Company will be furnished on request.

4.2 PREMIUM LIMITATIONS

The Company will not accept any premium that causes this policy not to qualify as a life insurance policy under federal tax law. Further, the Company reserves the right to make distributions from this policy as necessary to continue to qualify the policy as life insurance under federal tax law.

4.3 GRACE PERIOD

If the Cash Surrender Value on a monthly processing date is less than the current Monthly Policy Charge, a Grace Period of 61 days will be allowed for the payment of an amount necessary to keep the policy in force. The minimum premium that must be paid is three times the Monthly Policy Charge due when the insufficiency occurred. The maximum premium that will be accepted is the applicable Net Single Premium (shown on page 6) times the Specified Amount as shown on page 3.

Notice of Required Payment. The Company will send a written notice stating the date the Grace Period ends and the amount needed to keep the policy in force. The notice will be sent at least 30 days prior to the end of the Grace Period to the last known address of the Owner or to a person designated by the Owner and to any assignee of record when the notice is sent. Upon receipt of payment, the Company will add the payment, minus Monthly Policy Charges due and unpaid, to the Contract Fund Value. The policy will remain in force during the Grace Period. If the amount required to keep the policy in force is not paid by the end of the Grace Period, the policy will terminate with no value.

Adjustments to Death Benefit During Grace Period. If the Insured dies during the Grace Period any Monthly Policy Charges due and unpaid will be deducted from the Death Benefit.

4.4 REINSTATEMENT

If the policy has terminated under Section 4.3, the policy may be reinstated not more than three years after the date the policy terminated, subject to approval by the Company.

To reinstate the policy, the Company's insurability requirements (Section 1.8) must be met and a premium must be paid that is equal to the amount that will pay for all Monthly Policy Charges that were due and unpaid before the end of the Grace Period, plus three times the Monthly Policy Charge due on the effective date of the reinstatement.

On the date the policy is reinstated, the Policy Value will be equal to the premium paid minus the sum of all Monthly Policy Charges that were due and unpaid before the end of the Grace Period and the Monthly Policy Charge on the effective date of reinstatement. Any Policy Debt on the date of lapse will also be reinstated and added to the Policy Value. The surrender charge schedule shown on page 4 will apply to the reinstated policy as if the policy had remained in force between the Policy Date shown on page 3 and the effective date of reinstatement. If the Company approves the application for reinstatement, the effective date of reinstatement will be the first monthly processing date following receipt at the Home Office of the reinstatement application; except if the application is received on a monthly processing date then the reinstatement will be effective on that date.

This policy may not be reinstated if it is surrendered for its Cash Surrender Value.

SECTION 5. DIVIDENDS

5.1 ANNUAL DIVIDENDS

This policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. This policy's share, if any, will be credited as a dividend on the policy anniversary. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this policy is not guaranteed.

It is not expected that any dividends will be payable on this policy.

5.2 USE OF DIVIDENDS

Annual dividends, if any, may be paid in cash or used to increase the Contract Fund Value. If no direction is given for the use of dividends, they will be used to increase the Contract Fund Value.

5.3 DIVIDEND AT DEATH

If a dividend is payable under Section 5.1, a dividend for the period from the beginning of the policy year to the date of the Insured's death will be payable as part of the Life Insurance Benefit.

SECTION 6. POLICY VALUE AND CONTRACT FUND VALUE

6.1 POLICY VALUE

The Policy Value is equal to the Contract Fund Value plus Policy Debt.

6.2 CONTRACT FUND VALUE

The Contract Fund Value earns interest at a rate declared by the Company. The declared annual effective interest rate applied to the Contract Fund Value:

- is determined by the Company;
- may change as often as daily; and
- will at no time be less than the Minimum Guaranteed Annual Effective Interest Rate shown on page 3.

On the Policy Date, the Contract Fund Value is equal to the premium paid minus the Monthly Policy Charge.

On any day after the Policy Date, the Contract Fund Value is equal to what it was at the end of the previous day plus any of these items applicable on the current day:

- interest on the Contract Fund Value; and
- any premium paid, loan repayment made, and accrued loan interest payment made;

minus any of these items applicable on the current day:

- Monthly Policy Charge; and
- policy loans.

6.3 MONTHLY POLICY CHARGE

The Monthly Policy Charge consists of the following:

- the Monthly Administrative Charge (the maximum Monthly Administrative Charge is shown on page 4);
- the Monthly Mortality and Expense Risk Charge (the maximum Monthly Mortality and Expense Risk Charge is shown on page 4);
- the Monthly Deferred Sales Charge (the maximum Monthly Deferred Sales Charge is shown on page 4);
- the Monthly Policy Debt Expense Charge, if any (the maximum Monthly Policy Debt Expense Charge is shown on page 4); and
- the Monthly Cost of Insurance Charge. The Monthly Cost of Insurance Charge is the cost of insurance rate times the net amount at risk. The cost of insurance rate is based on the attained age of the Insured. The maximum cost of insurance rates are shown on page 5. The net amount at risk is (a) minus (b) where:
 - (a) is the Death Benefit on the monthly processing date (after deduction of all items in the Monthly Policy Charge for the month excluding the Monthly Cost of Insurance Charge) divided by 1.0032737; and
 - (b) is the Policy Value on the monthly processing date (after deduction of all items in the Monthly Policy Charge for the month excluding the Monthly Cost of Insurance Charge).

On the Policy Date and each subsequent monthly processing date, the Monthly Policy Charge is deducted from the Contract Fund Value.

SECTION 7. CASH SURRENDER VALUE AND SURRENDER

7.1 CASH SURRENDER VALUE

The Cash Surrender Value of this policy is equal to the Policy Value minus the sum of any Policy Debt and the surrender charge (not to exceed the maximum shown on page 4).

7.2 SURRENDER

The Owner may surrender this policy for its Cash Surrender Value. A written surrender of all claims, satisfactory to the Company, will be required. The date of surrender will be the date of receipt at the Home Office of the written surrender. The policy will terminate, and the Cash Surrender Value will be determined, as of the date of surrender. The Company may require that the policy be sent to it.

The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for 30 days or more, interest will be paid on the surrender proceeds from the date of surrender to the date of payment. Interest will be at an annual effective rate of 3.00%.

7.3 BASIS OF VALUES

A detailed statement of the method of calculation of all values for this policy has been filed with the insurance supervisory official of the state in which the policy is delivered. All values are at least as great as those required by that state.

SECTION 8. LOANS

8.1 POLICY LOANS

The Owner may obtain a loan from the Company in an amount that, when added to existing Policy Debt, is not more than the Loan Value. When the loan is made, the policy is assigned to the Company as sole security for the loan.

On the date a loan is made, the amount of the loan is deducted from the Contract Fund Value.

On the date a loan repayment is made or accrued loan interest is paid, the Contract Fund Value is increased by that amount.

8.2 LOAN VALUE

The Loan Value is the Policy Value on the date of the loan, minus the sum of:

- the surrender charge that would be applicable to a surrender on the date of the loan; and
- loan interest on the new loan and any Policy Debt to the next policy anniversary.

8.3 POLICY DEBT

Policy Debt consists of all outstanding loans and accrued loan interest. It may be paid to the Com-

pany at any time. Policy Debt affects any dividends that may be paid under Section 5.1. Any Policy Debt reduces the Life Insurance Benefit and Cash Surrender Value.

The policy will lapse with no value subject to the conditions of the Grace Period (Section 4.3), if on a monthly processing date the Policy Debt exceeds the result of the Policy Value minus the surrender charge that would be applicable to a surrender on that monthly processing date.

8.4 LOAN INTEREST

Loan interest accrues and is payable on a daily basis from the date of the loan. Unpaid loan interest is included in Policy Debt.

The annual effective interest rate applied to loans is shown on page 3.

8.5 DEFERRAL OF PAYMENTS

The Company may defer payment of a loan for up to six months from the date the request for the loan is received by the Company.

SECTION 9. BENEFICIARIES

9.1 DEFINITION OF BENEFICIARIES

The term "Beneficiaries" means direct beneficiaries, contingent beneficiaries and further payees of the Life Insurance Benefit proceeds.

9.2 NAMING AND CHANGE OF BENEFICIARIES

By Owner. The Owner may name and change the Beneficiaries of the Life Insurance Benefit proceeds:

- while the Insured is living; or
- during the first 60 days after the date of death of the Insured, if the Insured was not the Owner immediately prior to the Insured's death. A change made during this 60 days may not be revoked.

Effective Date. A naming or a change of Beneficiaries will be made on receipt at the Home Office of a written request that is acceptable to the Company. If acceptable, the request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the policy be sent to it to be endorsed.

9.3 SUCCESSION IN INTEREST OF BENEFICIARIES

At Least One Beneficiary Survives And Receives Payment. If at least one of the Beneficiaries survives the Insured and receives payment of his or her share of the Life Insurance Benefit proceeds, then the Life Insurance Benefit proceeds will be paid as follows:

Direct Beneficiaries. The Life Insurance Benefit of this policy will be paid in equal shares, unless otherwise designated by the Owner, to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, then the unpaid portion will be paid in equal shares to the other direct beneficiaries who survive and receive payment.

Contingent Beneficiaries. If the direct beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in equal shares, unless otherwise designated by the Owner, to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies before receiving all or part of the contingent beneficiary's full share, then the unpaid portion will be paid in equal shares to the other contingent beneficiaries who survive and receive payment.

Further Payees. If the direct and contingent beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in one sum:

- in equal shares, unless otherwise designated by the Owner, to the further payees who survive and receive payment; or
- if no further payees survive and receive payment of the Life Insurance Benefit, then to the estate of the last to die of all of the Beneficiaries.

No Beneficiaries Survive And Receive Payment. If no Beneficiaries survive the Insured and receive payment of any portion of the Life Insurance Benefit, then the Life Insurance Benefit will be paid to the Owner or to the Owner's estate.

9.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a beneficiary and no qualified trustee makes claim to the Life Insurance Benefit within one year after payment becomes due to the trustee, or if acceptable evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

9.5 GENERAL

Transfer Of Ownership. A transfer of ownership will not change the interest of the Beneficiaries.

Claims Of Creditors. So far as allowed by law, no amount payable under this policy will be subject to the claims of creditors of the Beneficiaries.

SECTION 10. PAYMENT OF POLICY BENEFITS

10.1 PAYMENT OF PROCEEDS

The Life Insurance Benefit proceeds will be paid in cash or into a payment plan as follows:

- in a manner designated by the Owner and accepted by the Company; or

- if the Owner has not designated an acceptable manner of payment, then in cash or in a manner designated by a direct or contingent beneficiary and accepted by the Company.

The Company will pay interest on the Life Insurance Benefit proceeds from the date of death of the Insured until the proceeds are paid in cash or into a payment plan. Interest will be paid at an annual effective rate determined by the Company but the rate shall not be less than the rate, if any, required by applicable state law for unpaid death proceeds under a life insurance policy.

Surrender proceeds will be paid in cash or under a payment plan that is elected by the Owner.

10.2 PAYMENT PLANS

Payment Plan Elections.

The Owner may elect payment plans for each Beneficiary's share of the Life Insurance Benefit proceeds:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. An election made during the 60 days cannot be revoked.

Subject to the Owner's rights and upon supplying information in a form acceptable to the Company, a direct or contingent beneficiary may elect a payment plan for his or her share of the Life Insurance Benefit proceeds and/or name his or her own beneficiary for the remaining value, if any, in the payment plan existing at the time of the direct or contingent beneficiary's death. If no such payment plan beneficiary is named, then the payment plan beneficiary for the remaining value, if any, shall be the estate of the direct or contingent beneficiary to whom payment plan payments were being made. Payment plan beneficiaries will continue under the terms of the payment plan.

The Owner may elect payment plans for surrender proceeds. The Owner will be the direct beneficiary.

Effective Date. A payment plan that is elected by the Owner will take effect on the date of the death of the Insured if the election is received at the Home Office while the Insured is living. In all other situations, a payment plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

Payment Date. The first payment is due as of the effective date of the plan. If applicable, proof of the date of birth and other required information, acceptable to the Company, must be furnished for each individual on whose life the payments are based.

Transfer Between Payment Plans. A direct or contingent beneficiary who is receiving payment under a payment plan which includes the right to withdraw may transfer the withdrawal value to any other available plan.

Minimum Payment. The Company may limit the election of a payment plan to one that results in payments of at least \$50. If payments under a payment plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the payment plan.

Payment Plan Offerings.

The Company will make available the following payment plans:

- **Single Life Income.** The Company will make monthly payments for the selected certain period, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the period are:
 - a. zero years;
 - b. 10 years;
 - c. 20 years; or
 - d. a refund period which continues until the sum of the payments that have been made is equal to the amount that was applied under this Life Income Plan.
- **Joint and Survivor Life Income.** The Company will make monthly payments for a 10-year certain period and thereafter during the joint lifetime of the two individuals upon whose lives income payments are based and continuing during the remaining lifetime of the survivor.

The Company may offer additional payment plans.

The following shall apply to the Single Life Income and Joint and Survivor Life Income Payment Plans ("Life Income Plans"):

Withdrawal. The remaining value, if any, in a Life Income Plan may be withdrawn in a lump sum upon the death of all individuals upon whose lives income payments are based. The withdrawal value will be the present value of any unpaid payments for the remaining certain period. The present value will be based on the rate of interest used to determine the amount of the payments.

Limitations. A direct or contingent beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A corporation may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

Payment Frequency. On request, payments will be made once every 3, 6 or 12 months instead of each month.

Increase Of Monthly Income. A direct or contingent beneficiary may increase the amount of the monthly payments. This is done by the payment of an annuity premium to the Company at the time the payment plan elected takes effect. The amount that will be applied under the payment plan will be the net premium. The net premium is the annuity premium less a charge of not more than 2% and less any premium tax. The net premium will be applied under the same payment plan and at the same rates as the proceeds. The Company may limit this net premium to an amount that is equal to the direct or contingent beneficiary's share of the proceeds payable under this policy.

Payment Plan Rates. Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the

payment plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the amounts that are described in Minimum Payment Rates.

Minimum Payment Rates. The minimum payment rates for the Life Income Plans are shown in the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the payment plan takes effect; plus
- the age adjustment shown below for the number of policy years that have elapsed from the Policy Date to the date that the payment plan takes effect. A part of a policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUSTMENT	POLICY YEARS ELAPSED	AGE ADJUSTMENT
1 to 8	0	33 to 40	-4
9 to 16	-1	41 to 48	-5
17 to 24	-2	49 or more	-6
25 to 32	-3		

MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS									
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)				FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			
	ZERO	10	20	REFUND		ZERO	10	20	REFUND
55	\$ 3.77	\$ 3.74	\$ 3.64	\$ 3.59	55	\$ 3.48	\$ 3.46	\$ 3.41	\$ 3.37
56	3.85	3.82	3.70	3.65	56	3.54	3.52	3.47	3.42
57	3.94	3.90	3.76	3.71	57	3.61	3.59	3.52	3.48
58	4.02	3.98	3.83	3.78	58	3.68	3.66	3.59	3.54
59	4.12	4.07	3.89	3.85	59	3.76	3.74	3.65	3.60
60	4.22	4.16	3.96	3.93	60	3.84	3.82	3.72	3.67
61	4.33	4.26	4.03	4.01	61	3.93	3.90	3.78	3.74
62	4.44	4.36	4.10	4.09	62	4.03	3.99	3.85	3.82
63	4.57	4.47	4.18	4.18	63	4.13	4.08	3.93	3.89
64	4.70	4.59	4.25	4.27	64	4.23	4.18	4.00	3.98
65	4.84	4.71	4.32	4.37	65	4.35	4.29	4.08	4.06
66	4.99	4.84	4.39	4.47	66	4.47	4.40	4.16	4.16
67	5.15	4.97	4.47	4.58	67	4.60	4.52	4.24	4.25
68	5.32	5.11	4.54	4.69	68	4.74	4.65	4.32	4.36
69	5.50	5.26	4.61	4.81	69	4.90	4.78	4.40	4.46
70	5.70	5.41	4.68	4.93	70	5.06	4.92	4.48	4.58
71	5.90	5.57	4.74	5.06	71	5.24	5.07	4.55	4.70
72	6.12	5.73	4.80	5.20	72	5.43	5.23	4.63	4.83
73	6.36	5.90	4.86	5.34	73	5.63	5.40	4.70	4.97
74	6.61	6.07	4.91	5.50	74	5.86	5.57	4.77	5.11
75	6.88	6.25	4.96	5.65	75	6.10	5.76	4.84	5.26
76	7.17	6.43	5.01	5.82	76	6.36	5.95	4.90	5.42
77	7.48	6.62	5.05	6.00	77	6.64	6.14	4.95	5.60
78	7.81	6.80	5.09	6.19	78	6.94	6.35	5.00	5.78
79	8.16	6.99	5.12	6.39	79	7.27	6.55	5.05	5.97
80	8.54	7.18	5.15	6.59	80	7.63	6.76	5.09	6.17
81	8.95	7.36	5.17	6.81	81	8.02	6.97	5.12	6.39
82	9.38	7.54	5.20	7.04	82	8.44	7.18	5.15	6.61
83	9.85	7.72	5.21	7.28	83	8.90	7.39	5.18	6.85
84	10.35	7.89	5.23	7.54	84	9.39	7.59	5.20	7.10
85 and over	10.89	8.05	5.24	7.80	85 and over	9.93	7.78	5.22	7.37

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 3.17	\$ 3.31	\$ 3.44	\$ 3.55	\$ 3.63	\$ 3.68	\$ 3.71
60	3.26	3.45	3.64	3.81	3.95	4.05	4.11
65	3.33	3.57	3.83	4.08	4.31	4.49	4.61
70	3.38	3.66	3.99	4.34	4.69	4.99	5.20
75	3.42	3.73	4.11	4.56	5.05	5.51	5.86
80	3.44	3.77	4.20	4.72	5.34	5.98	6.52
85 and over	3.45	3.80	4.25	4.83	5.55	6.35	7.08

* See Section 10.2

Monthly payment rates are based on 2.50% interest and the Annuity 2000 Mortality Table with 125% of Projection Scale G. Mortality improvements are projected for 8 years plus the remaining life of the Annuitant.

Agent

Address

Telephone

It is recommended that you ...

read your policy.

contact your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, WI 53202, (414) 271-1444, for any service you may require in connection with this policy.

call your Northwestern Mutual agent for information--particularly on a suggestion to terminate or exchange this policy for another policy or plan.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department, Consumer Services Division, 1200 W. Third Street, Little Rock, AR 72201-1904, 1-800-852-5494.

Important Notice Concerning Statements in the Application for Your Insurance

Please read the copy of the application attached in this policy. Omission or misstatements in the application could cause an otherwise valid claim to be denied. Carefully check the application and write to the Company at 720 E. Wisconsin Avenue, Milwaukee, WI 53202, within ten days of delivery, if any information shown on it is not correct and complete, or if any past medical history or other information has been left out of the application. The application is part of the policy and the policy was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.

Election of Trustees

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

MODIFIED SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Participating

Insurance payable at death of Insured.

TT.SPUL.(0711)

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**ENDORSEMENT REGARDING QUALIFICATION OF
MODIFIED SINGLE PREMIUM ADJUSTABLE LIFE POLICY
AS A LIFE INSURANCE CONTRACT**

This endorsement is made a part of this policy which is issued by The Northwestern Mutual Life Insurance Company.

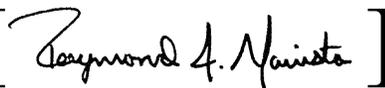
This policy is intended to qualify as a life insurance contract for federal tax purposes, and the Death Benefit under the policy is intended to qualify for the federal income tax exclusion as long as the federal tax law provides for such tax qualification. The policy, including this endorsement, shall be interpreted to ensure and maintain such tax qualification, despite any other provisions to the contrary.

If, at any time, the premiums paid under the policy exceed the amount allowable for such tax qualification, the excess amount (with interest as may be required by the federal tax law) shall be removed from the policy as of the date of its payment, and any appropriate adjustment in the Death Benefit shall be made as of such date. The excess amount (with interest as may be required by the federal tax law) shall be refunded no later than 60 days after the end of the applicable policy year as determined under federal tax law. If this excess amount is not refunded by then, the Death Benefit shall be increased retroactively to the minimum extent necessary so that at no time is the Death Benefit less than the amount necessary to ensure or maintain such tax qualification.

In addition, if, at any time, the Policy Value exceeds the amount otherwise allowable for such tax qualification, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary so that at no time is the Death Benefit less than the amount necessary to ensure or maintain such tax qualification.

The Company may make appropriate adjustments in the Monthly Policy Charges and Policy Value, retroactively and prospectively, consistent with such a Death Benefit increase. Such adjustments may result in a reduction in the Policy Value.

The Company may modify the policy to maintain such tax qualification or to conform the policy to any changes in the requirements for such tax qualification.

[]

Secretary
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

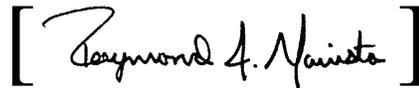
AMENDMENT TO CASH SURRENDER VALUE PROVISION

This policy is amended as of the Date of Issue.

Section 7.1 CASH SURRENDER VALUE is amended to read as follows:

- (a) Except when the Cash Surrender Value is determined under Section 7.1 (b) below because of an assignment or owner change as described in that section, the Cash Surrender Value of this policy is equal to the Policy Value minus any Policy Debt.
- (b) The Cash Surrender Value of this policy is equal to the Policy Value minus the sum of any Policy Debt and the surrender charge (not to exceed the maximum shown on page 4) if:
- the policy has been changed; or
 - the policy has been assigned or had ownership changed (including to another insurance company) except for assignments and ownership changes to the following:
 - (i) a successor Owner who becomes Owner through a merger with or acquisition of the original owner;
 - (ii) a successor Owner or an assignee that was wholly owned on the date of assignment or on the date of ownership change by the original owner of the policy; or
 - (iii) an ownership change to a trust established by the Owner for the purpose of providing employee benefits.

For all sections of the policy other than Section 7, the Cash Surrender Value will be calculated as if the policy has been assigned or had an ownership change that would cause the surrender charge to be imposed.



Secretary
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

POLICY APPLICATION SUPPLEMENT FOR
MODIFIED SINGLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY
THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
720 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

INSURED: _____

PLAN NAME: Northwestern Mutual Single Premium Universal Life

POLICY:

Initial Death Benefit Amount: \$ _____

Specified Amount: \$ _____

Single Premium: \$ _____

Underwriting Amount: \$ _____

Amendment to Cash Surrender
Provision: _____

For Administrative Use Only

SPUL <BOLI or COLI>, <Age, Sex, Price Class, State> MEC Year ____

ES-Ins, Level _____

External 1035 Exchange \$ _____

Internal 1035 Exchange \$ _____

Non-1035 Exchange Lump Sum \$ _____

Illustrating FR# _____

Illustrated Policy Year ____

Policy Number _____

90-1.SPUL.Supp.(0711)

UB0

Illustration No. _____

90-1.Supp.Rev.(0711)

SERFF Tracking Number: NWST-126957344 State: Arkansas
Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number: 47735
Company Tracking Number: TT.SPUL.(0711)
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: TT.SPUL.(0711)
Project Name/Number: TT.SPUL.(0711)/TT.SPUL.(0711)

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachment:

Flesch Readability Certification.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

The application to be used with this policy has been previously approved and the stamped approved copy is attached below:

90-1 L.I.(0108) ARKANSAS Approved 9/9/1997.

Attachment:

90-1 L.I.(0198) Arkansas.pdf

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachment:

SOV SPUL - AL AZ AR MT OR.pdf

Item Status: **Status Date:**

Satisfied - Item: Sex-Neutral Pages

Comments:

Attachment:

TT SPUL (0711) Sex-Neutral Pages.pdf

SERFF Tracking Number: NWST-126957344 State: Arkansas
Filing Company: The Northwestern Mutual Life Insurance State Tracking Number: 47735
Company
Company Tracking Number: TT.SPUL.(0711)
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: TT.SPUL.(0711)
Project Name/Number: TT.SPUL.(0711)/TT.SPUL.(0711)

Item Status:

**Status
Date:**

Satisfied - Item: Forms Certification

Comments:

Attachment:

AR Forms cert.pdf

READABILITY CERTIFICATION

I certify to the best of my knowledge and belief that the following forms meet the readability, legibility, and format requirements of any applicable laws and regulations of your state, and that the Flesch Readability Scores are as follows:

<u>Form Number</u>	<u>Flesch Readability Score</u>
TT.SPUL.(0711)	50.3
AMDT.FLSF.SPUL.(0711)	52.0
SPUL.CSV.AMDT.(0711)	51.7
90-1.SPUL.Supp.(0711)	50.2*

*Scored with the TT.SPUL.(0711) policy.

THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY



Ted A. Matchulat
Director Product Compliance

1/18/2011

Date

OWNER

4 CAUTION: A MINOR OWNER CANNOT EXERCISE POLICY RIGHTS.
 Select ONLY ONE: Insured (Complete C only) Applicant (Complete C only) Other (Complete A, B and C) See attached supplement form

A. Mr. Mrs. Ms. Dr. Other _____ MALE
 PERSONAL NAME: _____ FEMALE
FIRST, MIDDLE INITIAL, LAST

RELATIONSHIP TO INSURED: _____ BIRTHDATE: _____
MONTH DAY YEAR

OR
 BUSINESS/TRUST NAME: _____
 RELATIONSHIP TO INSURED: _____

B. TAXPAYER IDENTIFICATION NUMBER: _____

C. ADDRESS: Insured's Address Applicant's Address Premium Payer's Address OR
 STREET OR PO BOX: _____
 CITY, STATE, ZIP (Country if other than U.S.A.): _____
 E-MAIL ADDRESS: _____

SUCCESSOR OWNER – COMPLETE THIS SECTION ONLY IF THE OWNER IN QUESTION 4 IS THE APPLICANT AND A SUCCESSOR OWNER IS TO BE NAMED.

5 CAUTION: A MINOR OWNER CANNOT EXERCISE POLICY RIGHTS.
 Select ONLY ONE:

A. If the Applicant dies before the Insured, the Insured will be the Owner.
 B. If the Applicant dies before the Insured, the Owner will be:
 NAME: _____ RELATIONSHIP TO THE INSURED _____
 If both die before the Insured, the Insured will be the Owner.

C. The Insured will become the Owner upon attaining the age of ____ years. If the Applicant dies before the Insured, the Owner will be:
 NAME: _____ RELATIONSHIP TO THE INSURED _____
 until the Insured attains such age. Upon the Insured attaining such age, or if both die before the Insured, the Insured will be the Owner.

6 RESERVED

ADDITIONAL PURCHASE BENEFIT OPTION – COMPLETE THIS SECTION IF EXERCISING AN APB OPTION

7 NOTE: SMOKING QUESTIONNAIRE MAY BE REQUIRED.

A. List the policy number(s) and purchase amount(s) for each option being exercised:
 Policy 1 _____ Regular \$ _____ Advance \$ _____
 Policy 2 _____ Regular \$ _____ Advance \$ _____
 Policy 3 _____ Regular \$ _____ Advance \$ _____

B. If Advance Purchase, the event is: Marriage Birth of child Adoption of child

NAME OF SPOUSE OR CHILD: _____
FIRST MIDDLE INITIAL LAST

Date and place of marriage, birth or final decree of adoption: _____
MONTH DAY YEAR CITY STATE

C. Is the amount applied for more than the additional purchase option amount available? Yes No
 If yes, what is the excess amount to be underwritten? \$ _____

SPECIAL DATE – COMPLETE THIS SECTION ONLY IF A SPECIAL POLICY DATE IS BEING REQUESTED

8 A. PREPAID:
 Short Term — Policy Date will coincide with ISA Payment Date (For monthly ISA only)
 Short Term to: _____ Date to save age Backdate to _____
MONTH DAY YEAR MONTH DAY YEAR

B. NONPREPAID:
 Specified future date: _____ Date to save age Backdate to _____
MONTH DAY YEAR MONTH DAY YEAR

INSURED (First, Middle Initial, Last)

Grid for Insured Name

POLICY NUMBER

Grid for Policy Number

POLICY APPLIED FOR

Main policy information section with 9, 10, 11, 12 numbered items and checkboxes for various options.

13 RESERVED / 14 RESERVED

BENEFICIARY

Beneficiary section with 15 numbered items, including direct and contingent beneficiaries, payees, and trustee information.

CONDITIONAL LIFE INSURANCE AGREEMENT

17 Has the premium for the policy applied for been given to the agent in exchange for the Conditional Life Insurance Agreement with the same number as this application? Yes No

INSURANCE HISTORY

18 Has the Insured ever had life, disability or health insurance declined, rated, modified, issued with an exclusion rider, cancelled, or not renewed? If yes, explain in ADDITIONAL REMARKS. Yes No

19 When was the Insured's last examination or application for life, disability or accidental death insurance?
 Month _____ Year _____ Company _____ OR None

20 Does the Insured have any other life insurance inforce, pending or contemplated in other companies? If yes, indicate Company Name, Individual (Ind) or Group (Grp) and identify the amount of In Force, Pending or Contemplated. Yes No

LIFE INSURANCE AMOUNTS

Company Name	Ind or Grp	In Force Amount	Pending Amount	Contemplated Amount	Accidental Death Amount

21 As a result of this purchase will the values or benefits of any other life insurance policy or annuity contract, on any life, be affected in any way? Yes No

NOTE TO AGENT: Values or benefits are affected if any question on the Definition of Replacement Supplement could be answered "yes."

If "yes", this transaction is a replacement of life insurance or annuity.

The agent must:

- submit required papers and sales materials and
- provide required disclosure notices to the applicant.

The applicant must answer the questions:

- on the Definition of Replacement Supplement and
- A, B, and C below.

Will this insurance:

- A. replace Northwestern Mutual Life? Yes No
- B. replace other Companies? Yes No
- C. result in 1035 exchange? Yes No

ADDITIONAL REMARKS

INSURED (First, Middle Initial, Last)

Grid for Insured Name

POLICY NUMBER

Grid for Policy Number

PERSONAL HISTORY QUESTIONNAIRE

23 Insured's Marital Status: [] Single, Widowed or Divorced [] Married

24 A. Insured is a citizen of: [] U.S.A. [] Other

If other:

Type of Visa _____ Visa Number _____

B. How many years has the Insured resided in the U.S.A. immediately prior to completing this application? _____ years

25 Does the Insured regularly travel outside the U.S.A. or have plans to leave the U.S.A. for travel or residence? [] Yes [] No
If yes, explain in the chart below.

Table with 5 columns: Destination, Number of Trips (Last 12 Months, Next 12 Months), Duration of Each Trip, Departure Date, Purpose of Trip

26 A. What is the Insured's occupation(s)? _____
What are the Insured's duties? _____

B. Employers Name: _____
Address: _____

City, State, Zip Code: _____

C. How long has the Insured been employed? _____ years (if less than 2 years, explain in ADDITIONAL REMARKS)

QUESTIONS 27 THROUGH 30 ARE NOT REQUIRED IF THE INSURED IS UNDER AGE 16.

27 Is the Insured a member of, or does the Insured plan on joining any branch of, the Armed Forces or reserve military unit? If yes, complete the Military Section. [] Yes [] No

28 Except as a passenger on a regularly scheduled flight, has the Insured flown within the past 2 years, or does the Insured have plans to fly in the future? If yes, complete the Aviation Section. [] Yes [] No

29 In the past 2 years, has the Insured participated in or does the Insured have plans to participate in: racing (automobile, snowmobile, motorcycle, boat or go-cart), underwater or sky diving, hang gliding, bungee jumping, mountain or rock climbing, or rodeos? If yes, complete the Avocation Section. [] Yes [] No

30 A. What is the Insured's automobile driver's license number? # _____ State _____
or, [] the Insured does not have a driver's license.

B. In the past 5 years, has the Insured been in a motor vehicle accident, has the Insured been charged with a moving violation of any motor vehicle law, or has the Insured's driver's license been restricted, suspended or revoked? If yes, complete the chart below. [] Yes [] No

Table with 4 columns: Date, Type and Details, Action, Accident

ADDITIONAL REMARKS

Large empty box for additional remarks

The Insured consents to this application and declares that the answers and statements made on this application are correctly recorded, complete and true to the best of the Insured's knowledge and belief. Answers and statements brought to the attention of the agent, medical examiner, or paramedical examiner are not considered information brought to the attention of the Company unless stated in the application. Statements in this application are representations and not warranties.

It is agreed that:

- (1) If the premium is not paid when the application is signed, no insurance will be in effect. The insurance will take effect at the time the policy is delivered and the premium is paid, if: the Insured is living at the time; and the answers and statements in the application are then true to the best of the Insured's knowledge and belief.
- (2) If the premium is paid when the application is taken, no insurance will be in effect except as provided in the Conditional Life Insurance Agreement with the same number as this application.
- (3) If the policy is issued in an extra premium class, acceptance of the policy will amend it so that extended term insurance can be in force only if: the Company gives its consent; or the loan value is not large enough to grant a premium loan. If a premium is not paid within the grace period and extended term insurance cannot be in force, paid-up insurance will be selected.
- (4) No agent is authorized to make or alter contracts or to waive any of the Company's rights or requirements.

INSURED'S AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

I authorize Northwestern Mutual Life, its agents, employees, reinsurers, insurance support organizations and their representatives to obtain information about me to evaluate this application and to verify information in this application. This information will include: (a) age; (b) medical history, condition and care; (c) physical and mental health; (d) occupation; (e) income and financial history; (f) foreign travel; (g) avocations; (h) driving record; (i) other personal characteristics; and (j) other insurance. This authorization extends to information on the use of alcohol, drugs and tobacco; the diagnosis or treatment of HIV (AIDS virus) infection and sexually transmitted diseases; and the diagnosis and treatment of mental illness. During the time this authorization is valid it extends to information required to determine eligibility for benefits under any policy issued as a result of this application.

I authorize any person, including any physician, health care professional, hospital, clinic, medical facility, government agency including the Veterans and Social Security Administrations, the MIB, Inc., employer, business associates, consumer reporting agency, banker, accountant, tax preparer, or other insurance company, to release information about me to Northwestern Mutual Life or its representatives on receipt of this Authorization. Northwestern Mutual Life or its representatives may release this information about me to translators, to reinsurers, to the MIB, Inc., or to another insurance company to whom I have applied or to whom a claim has been made. No other release may be made except as allowed by law or as I further authorize.

I have received a copy of the Medical Information Bureau and Fair Credit Reporting Act notices. I authorize Northwestern Mutual Life to obtain an investigative consumer report on me.

I request to be interviewed if an investigative consumer report is done.

This authorization is valid for 30 months from the date it is signed. A copy of this authorization is as valid as the original and will be provided on request.

The Owner of the policy applied for herein certifies, under penalties of perjury, (1) that the Taxpayer Identification Number given for the Owner on the first page of this application is the Owner's correct Taxpayer Identification Number (or the Owner is waiting for a number to be issued) and (2) the Owner is not subject to backup withholding either because the Owner has not been notified by the Internal Revenue Service (IRS) that the Owner is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified the Owner that the Owner is no longer subject to backup withholding. (See Taxpayer Identification Number instructions.)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

The signatures below apply to the authorization, the application, the Policy Application Supplement and the certification of Taxpayer Identification Number.

Signature of INSURED (if other than Applicant and 15 years of age or over)
Print name of Insured if under age 15.

Signature of PARENT OR GUARDIAN (if other than Applicant and Insured is a minor)

Signature of OWNER (if other than Applicant or Insured)

Signature of LICENSED AGENT

Signature of APPLICANT

Signed by Applicant at _____
CITY, COUNTY, & STATE

Date signed by Applicant _____
MONTH DAY YEAR

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

Statement of Variability

TT.SPUL.(0711)

Variable information is denoted by brackets.

Officer Names & Titles	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right To Return Policy	If a replacement policy: “Right To Return Policy--Please read this policy carefully. The policy may be returned by the Owner for any reason within thirty days after it was received. The policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 E. Wisconsin Avenue, Milwaukee, WI 53202 ("Home Office"), 414-271-1444. If returned, the policy will be considered void from the beginning. Any premium paid will be refunded.”
Date of Issue	This will vary depending on when the policy is issued.
Single Premium Amount	This is the initial premium and will vary depending on the amount elected by the owner.
Initial Death Benefit	This will vary depending on the initial premium elected by the owner.
Specified Amount	This will vary depending on the amount elected by the owner.
Rate Classification	<ul style="list-style-type: none"> • Premier <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Preferred <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Standard Plus <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Classified <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco

	<ul style="list-style-type: none"> • Guaranteed Issue <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco
Direct Beneficiary	This will vary depending on who is selected as the direct beneficiary.
Owner	This will vary depending on who the owner is.
Insured	This will vary depending on who the insured is.
Age and Sex	This will vary depending on the age and sex of the insured. Ages range from 18 to 75.
Policy Date	This will vary depending on when the policy is issued.
Policy Number	This will vary depending on the policy number assigned.
Table of Net Single Premiums	The table displays net single premiums for monthly processing dates beginning on the policy date through insured's age 100.

**This policy is a legal contract between the Owner and
The Northwestern Mutual Life Insurance Company.**

Read your policy carefully.

GUIDE TO POLICY PROVISIONS

POLICY SCHEDULE PAGES

SECTION 1. THE CONTRACT

- Section 1.1 Life Insurance Benefit
- Section 1.2 Entire Contract; Changes
- Section 1.3 Incontestability
- Section 1.4 Suicide
- Section 1.5 Policy Date, Date of Issue and Attained Age
- Section 1.6 Misstatement of Age
- Section 1.7 Payments by the Company
- Section 1.8 Insurability Requirements
- Section 1.9 Reports to Owner
- Section 1.10 Processing Requirements

SECTION 2. OWNERSHIP

- Section 2.1 The Owner
- Section 2.2 Transfer of Ownership
- Section 2.3 Naming and Changing a Successor Owner
- Section 2.4 Collateral Assignment

SECTION 3. DEATH BENEFIT

- Section 3.1 Death Benefit
- Section 3.2 Decreases in Specified Amount

SECTION 4. PREMIUMS AND REINSTATEMENT

- Section 4.1 Premium Payment
- Section 4.2 Premium Limitations
- Section 4.3 Grace Period
- Section 4.4 Reinstatement

SECTION 5. DIVIDENDS

- Section 5.1 Annual Dividends
- Section 5.2 Use of Dividends
- Section 5.3 Dividend at Death

SECTION 6. POLICY VALUE AND CONTRACT FUND VALUE

- Section 6.1 Policy Value
- Section 6.2 Contract Fund Value
- Section 6.3 Monthly Policy Charge

SECTION 1. THE CONTRACT

1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the Insured while this policy is in force. Subject to the terms and conditions of the policy, the payment of the Life Insurance Benefit will be:

- made after proof of the death of the Insured is received at the Home Office; and
- made to the Beneficiaries under Section 10.

The amount of the Life Insurance Benefit will be:

- the Death Benefit (Section 3.1); minus
- the amount of any Policy Debt (Section 8.3); minus
- the amount of any Adjustments to Death Benefit During Grace Period (Section 4.3).

These amounts will be determined as of the date of the Insured's death. Even though the Owner does not have the right to take any policy loans after the date of the Insured's death, any policy loans that are taken after the date of the Insured's death will be deducted from the Life Insurance Benefit.

1.2 ENTIRE CONTRACT; CHANGES

This policy with any attached amendments, endorsements, additional benefits, applications, and application supplements is the entire contract. Statements in an application are representations and not warranties. A change in the policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the policy be sent to it for endorsement to show a change. No agent has the authority to change the policy or to waive any of its terms.

1.3 INCONTESTABILITY

In the absence of fraud, the Company will not contest this policy after the policy has been in force, during the lifetime of the Insured, for two years from the Date of Issue or for two years from the effective date of a reinstatement (Section 4.4). After two years, the Company may contest this policy for fraudulent misstatements as allowed by the law of the state in which this policy was delivered or issued for delivery. In issuing the insurance,

the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a misstatement in the application(s), may rescind the insurance or deny a claim.

1.4 SUICIDE

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid, minus the amount of any Policy Debt.

1.5 POLICY DATE, DATE OF ISSUE AND ATTAINED AGE

Monthly processing dates and policy months, years and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3. Attained Age is Issue Age (shown on page 3) plus the number of complete policy years that have elapsed since the Policy Date.

1.6 MISSTATEMENT OF AGE

If the age of the Insured has been misstated, the Policy Value will be modified from the Policy Date using Monthly Policy Charge factors based on the correct age.

1.7 PAYMENTS BY THE COMPANY

All payments by the Company under this policy are payable in United States dollars at the Home Office.

1.8 INSURABILITY REQUIREMENTS

Although changes that would require evidence of insurability are not anticipated under this policy, if such a change is allowed, the Insured must meet the Company's insurability requirements. These requirements are as follows:

- evidence of insurability must be given that is satisfactory to the Company; and
- under the Company's underwriting standards, the Insured is in an underwriting classification that is the same as, or is better than, the one for this policy.

Limitations. A direct or contingent beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A corporation may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

Payment Frequency. On request, payments will be made once every 3, 6 or 12 months instead of each month.

Increase Of Monthly Income. A direct or contingent beneficiary may increase the amount of the monthly payments. This is done by the payment of an annuity premium to the Company at the time the payment plan elected takes effect. The amount that will be applied under the payment plan will be the net premium. The net premium is the annuity premium less a charge of not more than 2% and less any premium tax. The net premium will be applied under the same payment plan and at the same rates as the proceeds. The Company may limit this net premium to an amount that is equal to the direct or contingent beneficiary's share of the proceeds payable under this policy.

Payment Plan Rates. Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the

payment plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the amounts that are described in Minimum Payment Rates.

Minimum Payment Rates. The minimum payment rates for the Life Income Plans are shown in the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the payment plan takes effect; plus
- the age adjustment shown below for the number of policy years that have elapsed from the Policy Date to the date that the payment plan takes effect. A part of a policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUSTMENT	POLICY YEARS ELAPSED	AGE ADJUSTMENT
1 to 8	0	33 to 40	-4
9 to 16	-1	41 to 48	-5
17 to 24	-2	49 or more	-6
25 to 32	-3		

MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS				
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			
	ZERO	10	20	REFUND
55	\$ 3.54	\$ 3.52	\$ 3.46	\$ 3.41
56	3.60	3.58	3.52	3.47
57	3.68	3.65	3.57	3.53
58	3.75	3.72	3.64	3.59
59	3.83	3.81	3.70	3.65
60	3.92	3.89	3.77	3.72
61	4.01	3.97	3.83	3.79
62	4.11	4.06	3.90	3.87
63	4.22	4.16	3.98	3.95
64	4.32	4.26	4.05	4.04
65	4.45	4.37	4.13	4.12
66	4.57	4.49	4.21	4.22
67	4.71	4.61	4.29	4.32
68	4.86	4.74	4.36	4.43
69	5.02	4.88	4.44	4.53
70	5.19	5.02	4.52	4.65
71	5.37	5.17	4.59	4.77
72	5.57	5.33	4.66	4.90
73	5.78	5.50	4.73	5.04
74	6.01	5.67	4.80	5.19
75	6.26	5.86	4.86	5.34
76	6.52	6.05	4.92	5.50
77	6.81	6.24	4.97	5.68
78	7.11	6.44	5.02	5.86
79	7.45	6.64	5.06	6.05
80	7.81	6.84	5.10	6.25
81	8.21	7.05	5.13	6.47
82	8.63	7.25	5.16	6.70
83	9.09	7.46	5.19	6.94
84	9.58	7.65	5.21	7.19
85 and over	10.12	7.83	5.22	7.46

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 3.17						
60	3.26	\$ 3.45					
65	3.33	3.57	\$ 3.83				
70	3.38	3.66	3.99	\$ 4.34			
75	3.42	3.73	4.11	4.56	\$ 5.05		
80	3.44	3.77	4.20	4.72	5.34	\$ 5.98	
85 and over	3.45	3.80	4.25	4.83	5.55	6.35	\$ 7.08

* See Section 10.2

Monthly payment rates are based on 2.50% interest and the Annuity 2000 Mortality Table with 125% of Projection Scale G. Mortality improvements are projected for 8 years plus the remaining life of the Annuitant.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

Re: TT.SPUL.(0711)
AMDT.FLSF.SPUL.(0711)
SPUL.CSV.AMDT.(0711)
90-1.SPUL.Supp.(0711)

We hereby certify that we have carefully reviewed the form(s) submitted herewith and to the best of our knowledge and ability find:

- a. That said form(s) conform(s) to Regulation 19s10B and all Arkansas Insurance Statutes and Department requirements.
- b. That said form(s) contain(s) no provision previously disapproved by the Insurance Department of Arkansas.



Ted A. Matchulat
Director Product Compliance

1/18/2011

Date